

# ORIGINAL

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

IN RE APPLICATION OF DUHAMEL  
BROADCASTING ENTERPRISES, et al.

Related to

UNITED STATES OF AMERICA,

Plaintiff,

v.

AMERICAN SOCIETY OF COMPOSERS,  
AUTHORS AND PUBLISHERS,  
Defendant.

USDC SDNY  
DOCUMENT  
ELECTRONICALLY FILED  
DOC #: \_\_\_\_\_  
DATE FILED: 8/9/12

No. 11 CV 9311 (DLC) (MHD)

~~(PROPOSED)~~  
FINAL ORDER

No. 41 CV 1395 (DLC) (MHD)

Applicants Duhamel Broadcasting Enterprises, et al. (“Applicants”) having applied to the Court for the determination of reasonable license fees pursuant to Section IX of the Second Amended Final Judgment herein, and the Applicants and the American Society of Composers, Authors and Publishers (“ASCAP”) having negotiated and agreed upon forms of license agreements, and Applicants and ASCAP having agreed that such forms of license agreements may be entered into lawfully by each party to this proceeding, and Applicants and ASCAP having consented to the entry of this order to carry out and consummate the agreements they have reached, and notice of the settlement of this order having been given to the United States of America, and Applicants and ASCAP having agreed that such application shall cover the period January 1, 2010 – December 31, 2016 (the “License Period”);

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. The form of Local Station Blanket Television License (and annexed exhibits), appended hereto as Exhibit 1, and the form of Local Station Per Program Television License (and annexed exhibits), appended hereto as Exhibit 2, are the forms of such licenses agreed to by the parties (the "Licenses").

2. ASCAP shall provide the Licenses to each Applicant or other local television station owner that has agreed to be bound by the outcome of this proceeding or negotiation on behalf of Applicants by the Television Music License Committee (the "TMLC") (collectively, "Bound Stations"), together with a copy of this order, so that the forms shall be received by the Bound Stations no later than August 31, 2012. Each Bound Station shall sign and return either of the Licenses to ASCAP at its office at One Lincoln Plaza, New York, New York 10023, within 60 days of receipt of said forms by such Bound Station. If any Bound Station fails to return either of such agreements to ASCAP, said Bound Station shall be deemed to have elected to be licensed under the form of ASCAP license it operated under as of the date of this Order. Attached hereto as Exhibit 3 is a list of the Bound Stations. ASCAP and Applicants may, by agreement, amend or supplement the list attached as Exhibit 3.

3. Each Bound Station's license fee shall be determined in accordance with the provisions of the license fee allocation formula developed by the TMLC, attached as Exhibit B to the Licenses. The license fee allocation formula allocates industry-wide license fees to be paid to ASCAP pursuant to the Local Station Blanket Television License in a reasonably equitable manner among the Bound Stations, and each Bound Station is directed to pay such fees pursuant to the allocation formula.

4. Jurisdiction of this proceeding is retained for the purpose of:

a. Entering money judgments, on ASCAP's application, against designated Bound Stations on account of interim license fees due and owing under the interim licenses heretofore in effect in this proceeding; and

b. Entering money judgments, on ASCAP's application, against designated Bound Stations on account of license fees due and owing under the terms of the Licenses.

The Bound Stations shall have the right to oppose any application by ASCAP in whole or in part.

5. The Court retains continuing jurisdiction over this proceeding for the purpose of enforcing this Order and the terms, conditions and obligations of the Licenses.

SO ORDERED.

Dated: August 9, 2012  
New York, New York

Denise L. Cote  
Hon. Denise L. Cote  
United States District Judge

## **EXHIBIT 1**

## **LOCAL STATION BLANKET TELEVISION LICENSE**

AGREEMENT made between AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS ("SOCIETY") and \_\_\_\_\_ ("LICENSEE") as follows:

### **1. Term and Scope of License**

A. SOCIETY grants to LICENSEE and LICENSEE accepts for a period commencing as of January 1, 2010 and ending December 31, 2016, a Through-to-the-Audience License to perform publicly all musical works heretofore copyrighted, composed or written by the members of SOCIETY and now or hereafter during the term hereof in the repertory of SOCIETY, or hereafter during the term hereof copyrighted, composed or written by such members of SOCIETY, or of which SOCIETY shall have the right to license such performing rights:

(1) by Television Broadcasting in the United States, and its territories, commonwealth and possessions, as part of LICENSEE's Non-Network Television Programs and Non-Network Announcements from television station \_\_\_\_\_ ("STATION"), Main Channel \_\_\_\_\_, located at \_\_\_\_\_, \_\_\_\_\_, with FCC Facility ID \_\_\_\_\_; and including any associated digital multicast channel(s).

(2) by streaming on STATION Websites.

(3) by transmitting or causing to be transmitted, directly or indirectly, STATION-supplied programming via mobile, wireless, and any other digital platforms, regardless of the device through which viewers access the performances.

B. In the event that STATION airs Locally-Produced Television Programs, and such Programs also appear on one or more additional stations (which Programs for purposes of this Agreement would not be considered Locally-Produced Television Programs for the additional station(s)), only the STATION may retransmit music in SOCIETY's repertory contained in such Programs in the manner described in Subparagraphs 1.A.(2) above, while the additional station(s) may not.

C. The license granted herein does not cover transmissions on a STATION Web Site of music in SOCIETY's repertory where members of the public are charged a fee by STATION for the right to access such transmissions. Such transmissions shall be subject to appropriate separate licensing. Notwithstanding the foregoing, the fact that STATION may charge members of the public for access to discrete areas of a STATION Web Site other than those areas containing performances licensed hereunder shall not limit the scope of coverage of this license.

D. (1) This license does not extend to or include the public performance by Television Broadcasting or otherwise of any rendition or performance of (a) any opera, operetta, musical comedy, play or like production, as such, in whole or in part, or (b) any composition from any opera, operetta, musical comedy, play or like production (whether or not such opera, operetta, musical comedy, play or like production was presented on the stage or in motion

picture form) in a manner which recreates the performance of such composition with substantially such distinctive scenery or costume as was used in the presentation of such opera, operetta, musical comedy, play or like production (whether or not such opera, operetta, musical comedy, play or like production was presented on the stage or in motion picture form); provided, however, that the rights granted to LICENSEE under this Agreement shall be deemed to include a grant of the right to make non-dramatic performances of compositions licensed hereunder by Television Broadcasting or otherwise of a motion picture containing such compositions if the rights in such motion picture other than those licensed under this Agreement have been obtained from the parties in interest.

(2) Nothing herein contained shall be deemed to license the public performance by Television Broadcasting or otherwise of dramatic performances. Any performance of a separate musical composition that is not a dramatic performance, as defined herein, shall be deemed to be a non-dramatic performance. For purposes of this Agreement, a dramatic performance shall mean a performance of a musical composition as part of a television Program in which there is a definite plot depicted by action and where the performance of the musical composition is woven into and carries forward the plot and its accompanying action. The use of dialogue to establish a mere Program format or the use of any non-dramatic device merely to introduce a performance of a composition shall not be deemed to make such performance dramatic. For purposes of this Agreement, performances of compositions in music videos shall be construed as non-dramatic performances.

E. The performances licensed hereunder may originate at STATION or at any other place whether or not such other place is licensed to perform publicly the compositions licensed hereunder, regardless of the manner, means, or method of such origination; but nothing herein contained shall be deemed to grant a license to such place itself (or to the parties responsible for the performance therein) for the public performance in such place of any such compositions.

F. Except as expressly herein otherwise provided, nothing herein contained shall be construed as authorizing LICENSEE to grant to others any right to reproduce or perform publicly by any means, method or process whatsoever, any of the musical compositions licensed hereunder or as authorizing any receiver of any television broadcast to perform publicly or reproduce the same, by any means, method or process whatsoever.

G. This Agreement expressly incorporates, and SOCIETY and LICENSEE agree to be bound by, the provisions of the letter agreement, dated July 27, 2012, between SOCIETY and TELEVISION MUSIC LICENSE COMMITTEE ("COMMITTEE"), a copy of which is attached hereto as Exhibit A.

## 2. Definitions

For purposes of this Agreement only:

A. **"Affiliated Station"** means any Television Broadcasting station in the United States and its territories that regularly broadcasts Programs transmitted by a television network licensed by SOCIETY during the term hereof.

B.     **“Announcement”** means any commercial, promotional, or public service announcement (exclusive of program-length “infomercials” of greater duration than 120 seconds), or any producer’s or distributor’s logo.

C.     **“ASCAP Consent Decree”** means the Second Amended Final Judgment, or any successor decree, in United States v. ASCAP, S.D.N.Y. 41-1395 (WCC).

D.     **“COMMITTEE”** means the Television Music License Committee, LLC, a limited liability corporation organized under the laws of the State of New York, which is duly authorized to represent local television stations in music licensing matters.

E.     **“LMA OPERATOR”** means any person, firm or corporation not under the same or substantially the same ownership, management or control as LICENSEE with whom LICENSEE has entered into a Local Marketing Agreement.

F.     **“Local Marketing Agreement”** means any arrangement between LICENSEE and an LMA OPERATOR that:

(1)     authorizes the resale by an LMA OPERATOR of the use of the Television Broadcasting facilities of STATION;

(2)     permits an LMA OPERATOR to provide Programs for all or substantially all of the time STATION is on the air;

(3)     provides for the sale by an LMA OPERATOR of all or substantially all Announcements broadcast on STATION; and

(4)     provides that LMA OPERATOR will assume responsibility for the payment of license fees.

G.     **“Locally-Produced Television Program”** means any Non-Network Television Program produced by, or expressly for, LICENSEE.

H.     **“Network Announcement”** means any Announcement transmitted by a television network licensed by SOCIETY at the time such Announcement is broadcast on the network, and broadcast simultaneously or by so-called “delayed” or “repeat” broadcasts (sometimes known as “rebroadcasts”) over two or more Affiliated Stations of that network.

I.     **“Network Television Program”** means any Program, transmitted by a television network licensed by SOCIETY at the time such Program is broadcast on the network, identified as a Program of the network, and broadcast simultaneously or by so-called “delayed” or “repeat” broadcasts (sometimes known as “rebroadcasts”) over two or more Affiliated Stations of that network.

J.     **“Non-Network Announcement”** means any Announcement broadcast by STATION other than a Network Announcement.

K.     **“Non-Network Television Program”** means any Program broadcast by STATION other than a Network Television Program.

L.     **“Program”** means all material (visual or otherwise) broadcast by STATION other than Announcements.

M.     **“STATION Web Site”** shall mean Web Site(s) operated by or for STATION as STATION-affiliated Web Site(s) and shall include any Web Site(s) that are shared between two or more television stations in the same market, or two or more television stations with a common owner.

N.     **“Syndicated Television Program”** means: (i) any Non-Network Television Program supplied to LICENSEE and other television stations by a producer, distributor or television network not licensed by SOCIETY; or (ii) any other Non-Network Program that is not a Locally-Produced Television Program.

O.     **“Television Broadcasting”** shall mean free, unscrambled, point-to-multipoint over-the-air broadcasting by means of television.

P.     **“Through-to-the-Audience License”** means, in reference to the scope of the rights granted under this Agreement, a license that authorizes the transmission and retransmission of any licensed programming to viewers by the means described in Subparagraphs 1.A.(1)-(3) so long as each entity involved in the transmission or retransmission other than LICENSEE has an economic relationship to LICENSEE within the meaning of Section II.S of the ASCAP Consent Decree. For the avoidance of doubt, nothing in this license shall be construed as authorizing LICENSEE to grant to bars, restaurants, taverns, hotels, retail establishments, and other similar businesses or establishments, the right to perform publicly any of the musical compositions licensed under this Agreement by playing LICENSEES' over-the-air broadcasts on television sets within their physical locations to the public.

Q.     **“Web Site”** shall mean an Internet computer service comprising a series of interrelated web pages registered with a domain name registration service that STATION transmits or causes to be transmitted either directly or indirectly to persons who receive the service over the Internet by means of a personal computer or by means of another device capable of receiving Internet transmissions.

### 3.     **Right to Restrict**

A.     The members of SOCIETY shall have the right, at any time and from time to time, in good faith, to restrict the Television Broadcasting of compositions from musical comedies, operas, operettas and motion pictures, or any other composition being excessively broadcast, only for the purpose of preventing harmful effect upon such musical comedies, operas, operettas, motion pictures or compositions, in respect of other interests under the copyrights thereof; provided, however, that the maximum number of compositions which may be at any time thus restricted shall not exceed 750 and moreover that limited licenses will be granted upon application to SOCIETY entirely free of additional charge as to restricted compositions, if and when the copyright owners thereof are unable to show reasonable hazards to their major interests likely to result from such Television Broadcasting; and provided further that

such right to restrict any such composition shall not be exercised for the purpose of permitting the fixing or regulating of fees for the recording or transcribing of such composition; and provided further that in no case shall any charges, "free plugs," or other consideration be required in respect of any permission granted to perform a restricted composition; and provided further that in no event shall any composition, after the initial television broadcast thereof, be restricted for the purpose of confining further television broadcasts thereof to a particular artist, station, network or Program.

B. SOCIETY reserves the further right, at any time and from time to time, in good faith, to restrict the Television Broadcasting of any compositions, over and above the number specified in Subparagraph 3.A., only as to which any suit has been brought or threatened on a claim that such composition infringes a composition not contained in the repertory of SOCIETY or on a claim by a non-member of SOCIETY or by a member not listed in any current list of SOCIETY's members, as the same may be augmented from time to time, that SOCIETY does not have the right to license the public performance of such composition by Television Broadcasting.

C. Nothing in Subparagraphs 3.A. and 3.B. shall relieve SOCIETY of its obligation to indemnify LICENSEE, as reflected in Paragraph 8. below, with respect to the performances of any compositions in SOCIETY's repertory, the performance of which SOCIETY has restricted, prior to such time as LICENSEE receives notice from SOCIETY of any such restriction.

#### 4. Music Use Information

A. Subject to the provisions of Subparagraphs 4.B. and 4.C. below, LICENSEE agrees to furnish to SOCIETY upon request during the term of this Agreement a list of all musical compositions broadcast from or through STATION on LICENSEE's Non-Network Television Programs, showing the title of each composition and the composer and author thereof, provided that LICENSEE shall not be obligated under this Paragraph 4. to furnish such a list covering a period of more than seven (7) consecutive days or periods aggregating more than four (4) weeks during any one calendar year. For purposes of this Paragraph 4., music cue sheets containing the aforesaid information shall be deemed to constitute such a list.

B. With respect to Syndicated Television Programs broadcast from or through STATION, LICENSEE shall be deemed to have complied with its obligations under Subparagraph 4.A. if LICENSEE identifies the Program by its title, including episode title and/or number, the name of the producer where available, and the copyright notice contained therein where available. If SOCIETY does not have a music cue sheet for such Program, and LICENSEE does have such a cue sheet, LICENSEE shall provide a copy of such music cue sheet to SOCIETY at SOCIETY's request.

C. SOCIETY shall make requests pursuant to Subparagraph 4.A. only where reasonably necessary for its purposes and, except where the information is necessary with respect to SOCIETY's survey of past performances, shall give LICENSEE notice of any request under subparagraph 4.A. at least one (1) month prior to the commencement of the period covered by said request. The provisions of Subparagraph 4.B. shall not limit LICENSEE's obligation to

cooperate with SOCIETY in connection with any claim or demand for action referred to in Paragraph 8 of this Agreement.

## 5. **Payments**

A. In consideration of the license herein granted, LICENSEE agrees to pay to SOCIETY for each calendar month during the term of this Agreement a fee that is equal to:

(1) one-twelfth (1/12) of LICENSEE's blanket license fee covering each twelve (12) month period during the term of this Agreement, as calculated pursuant to the methodology determined by COMMITTEE and set forth in Exhibit B hereto.

B. In no case shall LICENSEE's monthly blanket license fee be less than \$45.

C. For all periods following execution of this Agreement, payments attributable to a given month shall be due no later than the last day for that month. If any such blanket license fee payment due under the terms of this Paragraph 5. is not received by SOCIETY within twenty (20) day of when such payment was due, LICENSEE shall pay to SOCIETY a late-payment charge of one percent (1%) per month (simple interest) calculated from the date such payment was due and ASCAP may further assess LICENSEE for reasonable, documented, out-of-pocket costs (exclusive of attorneys' fees) incurred by ASCAP in connection with collecting such amounts. The payment provisions of this Paragraph 5. shall not apply in circumstances in which LICENSEE is unable to submit a payment within the specified time period due to "force majeure" (e.g., earthquake, hurricane, fire, flood, terrorist activities).

## 6. **Local Marketing Agreement**

A. If LICENSEE is, or becomes, a party to a Local Marketing Agreement, LICENSEE and the LMA OPERATOR shall execute a letter to SOCIETY, in the form attached as Exhibit C and made a part of this Agreement, requesting amendment of this License Agreement to add the LMA OPERATOR as a party. When such a letter has been fully executed by LICENSEE, the LMA OPERATOR and SOCIETY, this Agreement shall be deemed amended accordingly. By signing Exhibit C, the LMA Operator becomes a party to this Agreement and shall assume, with LICENSEE, all of the rights and obligations set forth in this Agreement for the full period for which the Local Marketing Agreement is in effect.

B. In the event LICENSEE is a party to a Local Marketing Agreement, and a dispute arises between SOCIETY and either the LMA OPERATOR or LICENSEE as to whether LICENSEE or the LMA OPERATOR is responsible for the performance of any of the obligations arising under this Agreement, SOCIETY shall be entitled to receive, upon request, a copy of the portion of such agreement as sets forth the respective obligations of LICENSEE and the LMA OPERATOR regarding the payment of fees, accountings, recordkeeping and administrative responsibilities, or, if LICENSEE so elects, a copy of the entire Local Marketing Agreement.

## **7. Breach or Default**

Upon LICENSEE's breach or default of any payment, accounting or substantive reporting obligations required under the terms of this Agreement, SOCIETY may give LICENSEE thirty (30) days' notice in writing to cure such breach or default, and in the event that such breach or default has not been cured within thirty (30) days of said notice, SOCIETY may then terminate this license.

## **8. Indemnity Clause**

SOCIETY agrees to indemnify, save and hold harmless, and to defend LICENSEE, its sponsors and their advertising agencies, and its and their officers, employees, and artists, and each of them, from and against any claims, demands, or suits that may be made or brought against them or any of them with respect to the performances under this Agreement of any compositions in SOCIETY's repertory that are written or copyrighted by members of SOCIETY. LICENSEE agrees to give SOCIETY immediate notice of any such claim, demand, or suit and agrees immediately to deliver to SOCIETY all papers pertaining thereto. SOCIETY shall have full charge of the defense of any such claim, demand, or suit and LICENSEE shall cooperate fully with SOCIETY in such defense. LICENSEE, however, shall have the right to engage counsel of its own at its own expense who may participate in the defense of any such action. SOCIETY agrees, at the request of LICENSEE, to cooperate with and assist LICENSEE, its advertisers and their advertising agencies and its and their officers, employees, and artists in the defense of any action or proceeding brought against them or any of them with respect to the performance of any musical compositions contained in SOCIETY's repertory, but not copyrighted or written by members of SOCIETY. This Paragraph 8. shall not apply to performances of any works that have been designated as restricted under Paragraph 3. of this Agreement.

## **9. Rights of Termination**

A. In the event of the termination or suspension of the governmental licenses covering STATION or any substantial alteration or variation of the terms and conditions thereof, or any major interference with the operations of STATION due to governmental measures or restrictions, LICENSEE shall have the right to terminate this Agreement upon seven (7) days' notice. Upon termination, this Agreement shall no longer remain in effect and the parties shall be relieved of all obligations arising hereunder from the date of termination.

B. In the event of:

(1) any major interference with the operations of SOCIETY in the state, territory, dependency, possession or political subdivision in which STATION is located, by reason of any law of such state, territory, dependency, possession or political subdivision; or

(2) any substantial increase in the cost to SOCIETY of operating in such state, territory, dependency, possession or political subdivision, by reason of any law of such state, territory, dependency, possession or political subdivision, which is applicable to the licensing of performing rights

SOCIETY shall have the right, upon notice to COMMITTEE and upon a showing that the matters referred to in Subparagraphs 9.B.(1) and 9.B.(2) above affect the licensing of performing rights under this Agreement, to apply to the judge with supervisory authority over the ASCAP Consent Decree for whatever relief SOCIETY deems appropriate.

#### **10. Successors and Assigns**

This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns, but no assignment shall relieve the parties hereto of their respective obligations hereunder as to performances broadcast, acts done and obligations incurred prior to the effective date of the assignment.

#### **11. Notices**

Any notice filed under this Agreement shall be in written form or in a form mutually agreed upon by SOCIETY and COMMITTEE and shall be sent to LICENSEE (or a designated agent of LICENSEE). All notices required or permitted to be given by either of the parties to the other hereunder shall be duly and properly given if: (a) mailed to the other party by registered or certified United States mail; (b) sent by generally recognized same-day or overnight delivery service; (c) mailed by first class United States mail; or (d) sent by electronic transmission (i.e., electronic mail, facsimile or similar transmission), provided that the electronic transmission is followed by a hard copy and receipt of the notice is acknowledged.

#### **12. Per Program License**

The "Local Station Per Program Television License," coterminous with this License, is being offered to LICENSEE simultaneously with this Agreement. During the term of this Agreement, LICENSEE may switch from a per program to a blanket license, or from a blanket to a per program license, as of the first day of a month, prospectively on thirty (30) days' written notice to SOCIETY. LICENSEE may so elect to change its license status up to twice in any given twelve (12) month period during the term of this License.

#### **13. Without Prejudice**

The parties are entering into this Agreement without prejudice to any arguments or positions they may assert in any future rate proceeding or other litigation concerning what constitutes reasonable blanket and per program license fees and terms for the local television industry or, in SOCIETY's case, as to any other licensee.

#### **14. Applicable Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed entirely within such State.

IN WITNESS WHEREOF, this Agreement has been duly executed by SOCIETY  
and LICENSEE this \_\_\_\_\_ day of \_\_\_\_\_, 2012, as of the day of \_\_\_\_\_ 2012.

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LICENSEE

AMERICAN SOCIETY OF COMPOSERS  
AUTHORS AND PUBLISHERS

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT A

July 27, 2012

Mr. John LoFrumento  
American Society of Composers, Authors and Publishers  
One Lincoln Plaza  
New York, New York 10023

Re: ASCAP - Local Television Station  
Blanket and Per Program Licenses

Dear John:

This letter sets forth the agreement reached between the American Society of Composers, Authors and Publishers ("ASCAP") and the Television Music License Committee, LLC (the "Committee") with regard to: (i) settlement of *In re Application of Duhamel Broadcasting Enterprises, et al.* 11 Civ. 9311 (DLC) related to U.S. v. ASCAP, 41 Civ. 1395; and (ii) fees and terms under the ASCAP - Local Television Station Blanket and Per Program License Agreements covering the period January 1, 2010 through December 31, 2016 (collectively the "Licenses"). This letter agreement is expressly incorporated in Subparagraph 1.G. of the Licenses, and is binding upon the parties hereto and upon the signatories to the Licenses.

The parties agree as follows:

1. The interim agreement between the parties shall remain in effect through the date of the Final Order terminating the pending proceeding referred to above. All interim fees payable for the period January 1, 2010 through December 31, 2011 shall become final, except that interim per program license fees that are subject to adjustment pursuant to paragraphs 4 and 6 of the per program license for the term ending December 31, 2009 shall remain subject to such adjustment.

2. Industry-wide Blanket License fees for all commercial local television stations licensed under the Licenses by ASCAP shall equal:

January 1, 2012 - December 31, 2012 -- \$91.5 million;

January 1, 2013 - December 31, 2013 -- \$91.5 million;

January 1, 2014 - December 31, 2014 -- \$91.5 million;

January 1, 2015 - December 31, 2015 -- \$92.0 million;

January 1, 2016 - December 31, 2016 -- \$92.0 million.

3. ASCAP and the TMLC anticipate that the actual annual industry-wide Blanket License fees payable by Licensees may be higher (or lower) than Industry-wide Blanket License fees stipulated above for a given year as a result of changes in the total number of individual local television stations licensed pursuant to either the LOCAL STATION BLANKET TELEVISION LICENSE or the LOCAL STATION PER PROGRAM TELEVISION LICENSE. In the event that the Blanket License fees payable by Licensees for any given calendar year are greater (or less) than the Industry-wide Blanket License fees stipulated above for that calendar year (exclusive of penalties payable by per program licensed stations pursuant to 4.C.(3) of the LOCAL STATION PER PROGRAM TELEVISION LICENSE and late payment charges pursuant to 4.C.(2) of the LOCAL STATION PER PROGRAM TELEVISION LICENSE or late payment charges pursuant to 5.C. of the LOCAL STATION BLANKET TELEVISION LICENSE) such overpayment (or underpayment) will be deducted from (or added to) the Industry-wide Blanket License fee in the following calendar year.

4. Each local television station's Blanket License fees shall be determined in accordance with the provisions of the license fee allocation formula determined by the Committee and attached as Exhibit B to the Blanket License and Exhibit B to the Per Program License.

5. Each year during the term of the Licenses, ASCAP shall provide to the Committee a list of current ASCAP-licensed local television stations. The list of licensees shall be delivered to the Committee, in electronic form, on or before September 15 of each year during the term. For each licensee, ASCAP shall provide the following information: (i) current station call letters; (ii) designated market area ("DMA"); (iii) state; (iv) FCC identification number; (v) ASCAP account number; (vi) channel position; (vii) station owner; (viii) network affiliation (if any); and (ix) previous call letters (if any) if contained in any database within ASCAP's control. For each newly-licensed station appearing on the list, ASCAP shall also provide: (i) signed status; (ii) date license was signed; (iii) date of first payment; and (iv) effective date of license. Any licensee added to the list between September 16 of any given year and September 15 of the following year will be included in the allocation formula the following year. In the interim, such stations will be billed at the minimum fee for their respective DMAs. ASCAP shall clearly identify in each list any licensees added to or deleted from the previous list. Without limiting ASCAP's right to terminate the Licenses pursuant to Paragraph 9 of the Per Program License and Paragraph 7 of the Blanket License, ASCAP may not delete a station from the list of licensees for failure to make payments under this agreement absent a court order.

6. In addition to the list of ASCAP-licensed stations described in Paragraph 5 above, ASCAP shall provide to the Committee no less frequently than once per quarter, in electronic form, a list of current per program licensees identified by call letters, DMA, and per program license effective date.

7. For each of the years 2011 - 2016, within sixty (60) days of receipt of a written request from the Committee, ASCAP shall provide to the Committee, in electronic form, cue sheets for a statistically significant and representative sample of programs, as selected by an independent third party chosen by the Committee, for use solely in connection with the Committee's study of music use by the local television industry. The Committee may use the results of any such music use study in connection with any negotiation, arbitration, or litigation

with ASCAP, BMI, SESAC, or any other performing rights organization, or for any other reasonable purpose; provided, however, that the Committee shall not otherwise publicly disclose the results of any such study without ASCAP's prior approval.

8. The Second Circuit Court of Appeals, having ruled in the *DMX* proceeding that ASCAP is required to offer to music users (as defined in AFJ2) an adjustable-fee blanket license with a fee structure that accounts for performances otherwise licensed from ASCAP members ("AFBL"), ASCAP will offer such a license to local television stations with a start date effective January 1, 2015, with the specifics of a credit mechanism to be negotiated in good faith between ASCAP and the TMLC by September 11, 2012 or by a date mutually agreed upon by the parties. If the parties cannot agree on the specifics of such a license, either ASCAP or the Applicants may apply to Magistrate Judge Dolinger for resolution of the issue(s).

9. At least once every six months, ASCAP and the Committee (or its designated representative) shall meet in good faith to resolve any outstanding billing, payment, or reporting disputes between ASCAP and any Licensee. Any good faith dispute that is not resolved during such meetings may be submitted to arbitration as provided in Paragraph 11 below.

10. If ASCAP and the Committee (or its designated representative) are unable to resolve one or more good faith disputes pursuant to Paragraph 9 above, and, in the judgment of ASCAP and/or the Committee, such outstanding disputes affect a significant number of Licensees and/or involve a substantial dollar amount, such outstanding disputes shall be finally determined and resolved by a neutral arbitrator. The arbitrator shall be selected jointly by ASCAP and the Committee and appointed for a two (2) year period commencing on January 1, 2014. If the parties are unable to agree upon an arbitrator by December 1, 2013, selection of an arbitrator shall be conducted pursuant to the rules of the American Arbitration Association. If an arbitrator is unable to fulfill his or her term for any reason, the parties shall, within a reasonable time period, jointly select a new arbitrator to complete the term. If either ASCAP or the Committee submits one or more outstanding good faith disputes to arbitration pursuant to this paragraph, it shall so notify the arbitrator and the opposing party. Each party shall have thirty (30) days from the date of such notice to submit a statement of claim, and any supporting documentation, to the arbitrator and to the other party setting forth the party's positions regarding the dispute(s) at issue in the arbitration; provided, however, that the deadline for submission of a statement of claim may be extended up to thirty (30) days at the discretion of the arbitrator upon a showing of good cause by either party. The statements of claim shall not exceed ten double-spaced pages in length (exclusive of any supporting documentation). The arbitrator shall have thirty (30) days from his or her receipt of the statements of claim to issue a written decision adopting one of the two positions put forth by the parties with respect to each disputed issue under arbitration, and to determine a just division of costs between the parties as the arbitrator may deem appropriate. The arbitrator's decision shall be final. The arbitrator shall not have authority to award punitive damages, attorneys' fees or expenses to either party. In no event shall either party submit to arbitration any good faith dispute that the parties have not yet attempted to resolve themselves pursuant to Paragraph 10 above.

11. If, during the term of the Licenses, any dispute arises between ASCAP and any Licensee concerning the interpretation of any of the provisions of this letter agreement or the

Licenses which, in the judgment of ASCAP and/or the Committee, has or may have industry-wide impact, ASCAP and the Committee shall first endeavor to resolve such dispute, failing which either party may refer the matter to Magistrate Judge Michael H. Dolinger for determination (or, if such a reference is not possible, to the judge with supervisory authority over the ASCAP Consent Decree). In the event of such a reference, either party, as a preliminary matter, shall be entitled to assert that the dispute between them is not properly dealt with under the terms of this provision.

12. If, during the term of the Licenses, ASCAP elects to license an entity agreed or determined to be a broadcast television "network" previously unlicensed by ASCAP, whose network programs are carried by local television stations licensed by ASCAP, such as Fox, appropriate adjustments shall be made to the license fees payable by local television station licensees consistent with the Opinions and Orders of Judge William Conner dated January 3, 1995 and January 27, 1995 in *U.S. v. ASCAP: Application of Fox Broadcasting Company and Fox Television Stations, Inc.* ASCAP and the Committee shall confer and attempt to reach agreement concerning the amount of any such fee adjustments and such agreement shall be binding on all licensees. If ASCAP and the Committee shall fail to agree on such fee adjustments, either party may refer the matter to Magistrate Judge Michael H. Dolinger for determination (or, if such a reference is not possible, to the judge with supervisory authority over the ASCAP Consent Decree).

13. The Committee shall treat as confidential any station's financial or other proprietary information or documents provided to it by ASCAP pursuant to the Local Television Station Per Program License Agreement ("Confidential Information"). The Committee shall limit access to Confidential Information to the Committee's staff, representatives and counsel, and shall not disclose Confidential Information to any third party or to any Committee member, other than a Committee member who is employed by the station or station group that provided Confidential Information to ASCAP, provided, however, that if the Committee is served with a subpoena or other legal notice compelling the production of any such Confidential Information, the Committee shall be required to give prompt written notice to ASCAP and the station or station group that provided the Confidential Information to ASCAP of such subpoena or other notice. ASCAP and/or the station or station group that provide the Confidential Information shall inform the Committee in writing within seven (7) days of receiving written notification of a subpoena or other legal notice of its intention to object to such production, in which event ASCAP and/or the station or station group shall bear the burden of opposing such production. If the subpoena requires a response or compliance in fewer than fourteen (14) days, the Committee will inform ASCAP and the station or station group in writing within three (3) days of receiving the subpoena, and ASCAP and/or the station or station group must inform the Committee of its intention to oppose the production no later than five (5) days before compliance is called for.

14. ASCAP and the Committee are entering into this agreement without prejudice to any arguments or positions they may assert in any future rate proceeding or other litigation concerning what constitutes reasonable blanket and per program license fees and terms for the local television industry or, in ASCAP's case, as to any other licensee.

Please indicate your agreement to the above by signing on the line provided below.

Very truly yours,

s/ Charles Sennet

Charles Sennet  
Chairman  
Television Music License Committee, LLC

s/ John A. LoFrumento

John A. LoFrumento  
Chief Executive Officer  
American Society of Composers  
Authors and Publishers

## EXHIBIT B

### **Television Music License Committee Methodology for ASCAP License Fee Allocation for the Period From January 1, 2012 through December 31, 2016**

The Industry-wide Blanket License fees for all commercial local television stations licensed under the ASCAP-Local Television Station Blanket License Agreements covering the period January 1, 2012 through December 31, 2016 (the "licensed television stations"), shall be allocated among the licensed television stations as follows (subject to revision pursuant to the provisions of Paragraph 10 below):

#### **STEP 1: Allocation of Industry-Wide Fee Among DMA Markets**

For each of the years 2012, 2013, 2014, 2015, and 2016 ("Contract Periods"), each Nielsen DMA television market is to be assigned its gross allocable share of the Industry-wide Blanket License fee (as set forth in Paragraph 2 of the July 27, 2012 letter agreement between the Television Music License Committee (the "Committee") and ASCAP) in proportion to its percentage of the total number of weighted Qualified Viewing Households throughout the U.S. in an average quarter-hour during nine sweeps months over the course of the previous three years.

1. The number of Qualified Viewing Households will be computed for each licensed television station for the Contract Period based upon average quarter hour household viewing data, Sunday through Saturday, 9 a.m. through midnight, compiled by Nielsen during nine sweeps months over the previous three years<sup>1</sup>. The Qualified Viewing Households attributable to each DMA market shall be calculated by multiplying the average quarter hour viewing households for all licensed stations in the market by 420 (the number of quarter hours between 9 a.m. and midnight in one week).

2. For each of the Contract Periods, the number of Market Qualified Viewing Households in each of the roughly 210 DMA markets as measured by Nielsen<sup>2</sup> is to be "weighted" as follows:

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<sup>1</sup> Qualified Viewing Households for the Contract Periods 2012 through 2016 will be based upon data compiled by Nielsen for the nine November, February and May sweeps months prior to July 1 of the year preceding the Contract Period. A Qualified Viewing Household is defined as a viewing household for a station licensed by ASCAP for the Contract Period for which the allocation is being calculated.

<sup>2</sup> The number of Market Qualified Viewing Households in Puerto Rico shall be determined based upon data provided by Nielsen, or some other comparable provider of household audience information. The number of Market Qualified Viewing Households in the Virgin Islands and Guam (or in any other market or territory in which household audience information is unavailable) shall be determined by calculating the number of television households in the U.S. as a percentage of the total U.S. population; multiplying that percentage by the population of the market for which audience information is unavailable to derive the number of television households in the market; and multiplying the resulting number by a fraction the numerator of which is the number of licensed stations in the market and the denominator of which is the total number of stations in the market. For purposes of assigning an allocable share of the industry-wide blanket license fee to television markets in the Virgin Islands, Guam and Puerto Rico, the number of Market Qualified Viewing Households in each of these markets is to be given the same

DMA Markets 1 - 10	Multiply by 1.21
DMA Markets 11 – 25	Multiply by 1.05
DMA Markets 26 – 50	Multiply by 0.92
DMA Markets 51 – 75	Multiply by 0.85
DMA Markets 76 - 100	Multiply by 0.85
DMA Markets 101 - 125	Multiply by 0.80
DMA Markets 126 plus	Multiply by 0.75

The purpose of the weighting is to reflect, within broad parameters, that a household in a smaller market does not represent the same value as a household in a larger market.

3. For each Contract Period, each market is to be assigned its share of the industry's overall blanket license fee by the following procedure: The Market Qualified Viewing Households in the DMA market will be multiplied by the weight set forth in Paragraph 2 above for that DMA market to determine the weighted number of Market Qualified Viewing Households for the DMA market. Thus, for example, the top ten markets in terms of three-year households average will receive a 1.21 multiple. Each market's weighted Market Qualified Viewing Households number is to be divided by the total U.S. weighted market Qualified Viewing Households to derive a percentage of U.S. weighted Market Qualified Viewing Households for each market. This weighted percentage is then applied to the industry-wide blanket license fee. Thus, if the weighted percentage of total U.S. Market Qualified Viewing Households for DMA market "x" is one percent, DMA market x's share of the industry-wide \$91,500,000 fee for the January 1, 2012 through the December 31, 2012 Contract Period would be \$91,500,000 x 1%, or \$915,000.00.

#### **STEP 2: Allocation of Blanket License Fees to Stations Within Each Market**

4. Each station's percentage share of the DMA market blanket license fee shall be calculated as follows: Station Qualified Viewing Households for stations affiliated with networks licensed by ASCAP (currently the ABC, CBS, NBC, Univision, and TeleFutura television networks) shall be calculated by multiplying the station's average quarter hour viewing households by 420 (the number of quarter hours between 9 a.m. and midnight in one week); and subtracting one hundred percent (100%) of the station's average prime-time DMA viewing households (which equals the station's average prime-time DMA quarter hour households times 88 (the number of quarter hour units in prime time in one week)).<sup>3</sup> Station

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weight as the Nielsen DMA that most closely approximates the number of Market Qualified Viewing Households in these markets.

<sup>3</sup> For example, on the East Coast, prime-time occupies Monday – Saturday, 8:00 – 11 p.m. and Sunday, 7:00 – 11:00 p.m.

Qualified Viewing Households for stations not affiliated with networks licensed by ASCAP shall be calculated by multiplying the station's average quarter hour viewing households by 420. A station's percentage share of the DMA market blanket fee shall be calculated by dividing its Station Qualified Viewing Households number by the total Station Qualified Viewing Households for all stations in that DMA market and multiplying the resulting percentage by the DMA market blanket license fee (reduced by the amount of any minimum fees assigned to stations in the market pursuant to paragraph 5 below).<sup>4</sup>

5. Stations whose ratings are not reported by Nielsen during the relevant period shall be assigned a minimum blanket license fee equal to the greater of 0.25 percent of the allocable blanket license fee for its market or an annual blanket license fee of \$540 (or \$45 per month for partial years) ("Minimum Blanket License Fee"). The fees assigned to a DMA market pursuant to Step 1 above shall be reduced by the amount of any Minimum Blanket License Fees assigned to stations in that DMA market, and the balance of that DMA market's share of the industry-wide fee shall be allocated among the remaining licensed stations in that DMA market based on the methodology set forth in Step 2 hereof. If, by way of example, the blanket license fee allocated to market "k" is \$300,000, and there are operating in market "k" two stations whose ratings are not reported by Nielsen, each of those stations would be assigned a blanket fee of \$750 ( $\$300,000 \times .0025$ ). The remaining stations in market "k" would pay their appropriate percentages, not of \$300,000, but of \$298,500.

### **STEP 3: Adjustment to Reflect Equitable Distribution of the Administrative Costs Incurred by the Television Music License Committee**

6. For each Contract Period, the Committee shall determine: a) the total contributions to be requested from the television industry for its costs of administering the ASCAP-Local Television Station Blanket and Per Program License Agreements (the "ASCAP Licenses") and the Committee's ongoing representation of the television industry in regard to music performance licenses; and b) the percentage (the "Contribution Percentage") and amount (the "Contribution Amount") of these total contributions to be requested from each station licensed under the ASCAP Licenses. The contributions requested by the Committee for a given Contract Period shall be payable by stations between April 1 of the relevant Contract Period and March 31 of the subsequent Contract Period or as otherwise determined by the Committee, but in no event later than June 30 of the subsequent Contract Period (the "Contribution Period").

7. Upon the expiration of a Contribution Period, the Committee shall calculate a contribution adjustment for each ASCAP licensed station by: a) multiplying the station's Contribution Percentage for the relevant Contract Period by the total contributions actually received by the Committee during the Contribution Period (the "Adjusted Contribution Amount"); and b) calculating the difference between the actual amount paid by each station during the Contribution Period and the station's Adjusted Contribution Amount (the "Allocation Credit/Debit").

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<sup>4</sup> The fees for each of the licensed stations in the Virgin Islands and Guam shall equal the amount of the industry-wide fee assigned to the market divided by the total number of licensed television stations in that market.

The Allocation Credit/Debit for the Contribution Periods ending in 2010 and 2011 have already been processed on the accounts of applicable stations. No further adjustment will be made for those Contribution Periods.

A station's Allocation Credit/Debit for each Contribution Period ending in the Contract Periods 2012 through 2016 shall be processed on the accounts of applicable stations in December of each Contract Year, provided that the Committee provides ASCAP the amount of the Allocation Credit/Debits for the Contract Period no later than October 31 of the year in which the adjustment is to be made.

The result of this adjustment is that a station that pays to the Committee for any given Contract Period its full Contribution Amount (or any sum greater than its Adjusted Contribution Amount) will receive a credit against its ASCAP fees, and any station that does not pay any portion of its Contribution Amount (or pays a sum less than its Adjusted Contribution Amount) to the Committee for any given Contract Period will pay additional ASCAP fees.

8. If, during a given Contract Period, ASCAP enters into a license agreement with a television station that was not previously licensed (a "New Television Station"), such station shall pay the minimum monthly fee of forty-five dollars (\$45.00) for the remainder of the Contract Period following the effective date of its license agreement. The fees payable by all stations in the New Television Station's market in the following Contract Period shall be reallocated in the manner set forth above without any increase in the total fee amount otherwise allocable to the relevant market.

9. Once a station's allocated fee has been calculated for a given Contract Period, there shall be no further adjustment to that station's fee for the duration of that Contract Period; provided however that if the station was assigned in error a blanket license fee that was higher or lower than it should have been assigned pursuant to the methodology set forth above, such over-allocation or under-allocation amount shall be factored into the fees allocated to the station for the subsequent Contract Period.

10. If during the term of the ASCAP-Local Television Station Blanket and Per Program Licenses, the Committee determines that there is good cause to revise the allocation methodology set forth above in any manner, the Committee may refer the matter to Magistrate Judge Michael H. Dolinger (or if such reference is not possible, to the judge with supervisory authority over the ASCAP consent decree) to request approval of any proposed revisions to this methodology. The Committee shall make such a request at a public hearing (written notice of which will be provided to ASCAP and to all licensed television stations no less than thirty days in advance of the hearing) at which all interested parties will be given the opportunity to be heard in support of, or in opposition to, the proposed revisions. Any decision by the Court approving or denying the proposed revisions shall be final and shall not be subject to appeal.

EXHIBIT C

**LOCAL MARKETING AGREEMENT AMENDMENT LETTER**

Dear ASCAP:

1. \_\_\_\_\_ ("LICENSEE") has entered into a Local Marketing Agreement with \_\_\_\_\_ ("LMA OPERATOR") for television station \_\_\_\_\_ for the period \_\_\_\_\_ through \_\_\_\_\_.

2. LICENSEE and LMA OPERATOR wish to add LMA OPERATOR as a party to the Local Television Station License Agreement in effect between LICENSEE and ASCAP ("the License"), and LMA OPERATOR shall assume all of the rights and obligations of LICENSEE as set forth in the License for the full period of the Local Marketing Agreement referred to in Paragraph 1 above.

3. LICENSEE/LMA OPERATOR (circle one) shall be responsible for the payment of any fees owing to ASCAP pursuant to the License.

4. LICENSEE/LMA OPERATOR (circle one) shall be responsible for the submission to ASCAP of any reports, tapes or other information pursuant to the License.

5. LICENSEE and LMA OPERATOR jointly designate the following single address for billing and other regular correspondence, and the following single address for any notices in accordance with the License:

Billing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notice Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please indicate your consent to the amendment of the License Agreement in accordance with this letter by countersigning the letter in the space provided below and returning a copy to us.

Very truly yours,

LICENSEE

Dated: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_

LMA OPERATOR

Dated: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_

The undersigned, American Society of Composers, Authors and Publishers, hereby consents and agrees to the amendment of the above mentioned License Agreement.

AMERICAN SOCIETY OF COMPOSERS,  
AUTHORS AND PUBLISHERS

Dated: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_

## **EXHIBIT 2**

## **LOCAL STATION PER PROGRAM TELEVISION LICENSE**

AGREEMENT made between AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS ("SOCIETY") and \_\_\_\_\_ ("LICENSEE") as follows:

### 1. Term and Scope of License

A. SOCIETY grants to LICENSEE and LICENSEE accepts for a period commencing as of January 1, 2010 and ending December 31, 2016, a Through-to-the-Audience License to perform publicly all musical works heretofore copyrighted, composed or written by the members of SOCIETY and now or hereafter during the term hereof in the repertory of SOCIETY, or hereafter during the term hereof copyrighted, composed or written by such members of SOCIETY, or of which SOCIETY shall have the right to license such performing rights:

(1) by Television Broadcasting in the United States, and its territories, commonwealth and possessions, as part of LICENSEE's Non-Network Television Programs and Non-Network Announcements from television station \_\_\_\_\_ ("STATION"), Main Channel \_\_\_\_\_, located at \_\_\_\_\_, with FCC Facility ID \_\_\_\_\_; and including any associated digital multicast channel (s).

(2) by streaming on STATION Websites.

(3) by transmitting or causing to be transmitted, directly or indirectly, STATION-supplied programming via mobile, wireless, and any other digital platforms, regardless of the device through which viewers access the performances.

B. In the event that STATION airs Locally-Produced Television Programs, and such Programs also appear on one or more additional stations (which Programs for purposes of this Agreement would not be considered Locally-Produced Television Programs for the additional station(s)), only the STATION may retransmit music in SOCIETY's repertory contained in such Programs in the manner described in Subparagraphs 1.A.(2) above, while the additional station(s) may not.

C. The license granted herein does not cover transmissions on a STATION Web Site of music in SOCIETY's repertory where members of the public are charged a fee by STATION for the right to access such transmissions. Such transmissions shall be subject to appropriate separate licensing. Notwithstanding the foregoing, the fact that STATION may charge members of the public for access to discrete areas of a STATION Web Site other than those areas containing performances licensed hereunder shall not limit the scope of coverage of this license.

D. (1) This license does not extend to or include the public performance by Television Broadcasting or otherwise of any rendition or performance of (a) any opera, operetta, musical comedy, play or like production, as such, in whole or in part, or (b) any composition from any opera, operetta, musical comedy, play or like production (whether or not such opera, operetta, musical comedy, play or like production was presented on the stage or in motion picture form) in a manner which recreates the performance of such composition with

substantially such distinctive scenery or costume as was used in the presentation of such opera, operetta, musical comedy, play or like production (whether or not such opera, operetta, musical comedy, play or like production was presented on the stage or in motion picture form); provided, however, that the rights granted to LICENSEE under this Agreement shall be deemed to include a grant of the right to make non-dramatic performances of compositions licensed hereunder by the Television Broadcasting or otherwise of a motion picture containing such compositions if the rights in such motion picture other than those licensed under this Agreement have been obtained from the parties in interest.

(2) Nothing herein contained shall be deemed to license the public performance by Television Broadcasting or otherwise of dramatic performances. Any performance of a separate musical composition that is not a dramatic performance, as defined herein, shall be deemed to be a non-dramatic performance. For purposes of this Agreement, a dramatic performance shall mean a performance of a musical composition as part of a television Program in which there is a definite plot depicted by action and where the performance of the musical composition is woven into and carries forward the plot and its accompanying action. The use of dialogue to establish a mere Program format or the use of any non-dramatic device merely to introduce a performance of a composition shall not be deemed to make such performance dramatic. For purposes of this Agreement, performances of compositions in music videos shall be construed as non-dramatic performances.

E. The performances licensed hereunder may originate at STATION or at any other place whether or not such other place is licensed to perform publicly the compositions licensed hereunder, regardless of the manner, means, or method of such origination; but nothing herein contained shall be deemed to grant a license to such place itself (or to the parties responsible for the performance therein) for the public performance in such place of any such compositions.

F. Except as expressly herein otherwise provided, nothing herein contained shall be construed as authorizing LICENSEE to grant to others any right to reproduce or perform publicly by any means, method or process whatsoever, any of the musical compositions licensed hereunder or as authorizing any receiver of any television broadcast to perform publicly or reproduce the same, by any means, method or process whatsoever.

G. This Agreement expressly incorporates, and SOCIETY and LICENSEE agree to be bound by, the provisions of the letter agreement, dated July 27, 2012, between SOCIETY and TELEVISION MUSIC LICENSE COMMITTEE ("COMMITTEE"), a copy of which is attached hereto as Exhibit A.

## 2. Definitions

For purposes of this Agreement only:

A. "**Affiliated Station**" means any Television Broadcasting station in the United States and its territories that regularly broadcasts Programs transmitted by a television network licensed by SOCIETY during the term hereof.

B. “**Ambient Uses**” shall comprise the following uses of music in SOCIETY’s repertory:

- (1) each use of music in a news or public affairs Program that:
  - (a) does not exceed fifteen (15) seconds’ duration; *and either*
  - (b) has not been inserted by STATION or the producer of the Program or Program segment and is audible during:
    - (i) coverage of a news story or event;
    - (ii) news coverage of a sports or athletic event or competition;
    - (iii) reviews and/or coverage of a live entertainment event;
    - (iv) previews or reviews of a play, concert or movie;
    - (v) interviews (except where the music is performed “live” during the interview by the celebrity/interviewee); or
    - (vi) teasers or promotions for upcoming news segments used within the news show; *or*
  - (c) is contained in a file clip or footage utilized by STATION, or by the producer of the Program or Program segment, which file clip or footage met the criteria of Subparagraphs 2.B.(1)(b)(i), 2.B.(1)(b)(ii), 2.B.(1)(b)(iii) or 2.B.(1)(b)(iv) above at the time the file clip or footage was created;
- (2) each use of music (without regard to duration) in a sports event Program that has not been inserted by STATION or the producer of the Program or Program segment, other than:
  - (a) uses of music that are part of an athletic performance choreographed to music (*e.g.*, figure skating, gymnastics, synchronized swimming); or
  - (b) musical performances that are the subject of sustained, focused coverage during a pre-game or halftime show or event, or during a time out or other break in the action.

C. “**Announcement**” means any commercial, promotional, or public service announcement (exclusive of program-length “infomercials” of greater duration than 120 seconds), or any producer’s or distributor’s logo.

D. “**ASCAP Consent Decree**” means the Second Amended Final Judgment, or any successor decree, in United States v. ASCAP, S.D.N.Y. 41-1395 (WCC).

E. **“Blanket License Fee”** means LICENSEE’s blanket license fee for the STATION as calculated pursuant to the methodology determined by COMMITTEE and set forth in Exhibit B hereto.

F. Music that is **“Cleared At The Source”** means music for which LICENSEE has been granted, within the time period specified in Subparagraph 5.G.(1) herein, a license to perform by means of Television Broadcasting: (a) directly by the composer(s), author(s), arranger(s), publisher(s) or owner(s) of such music, or licensees thereof; or (b) through the program producer or other authorized licensor of such rights.

G. **“Clearing Entity”** means any person or entity authorized to grant a Source License.

H. **“COMMITTEE”** means the Television Music License Committee, LLC, a limited liability corporation organized under the laws of the State of New York, which is duly authorized to represent local television stations in music licensing matters.

I. **“First-Run Syndicated Television Program”** means any Syndicated Television Program, episodes of which: (i) are currently being distributed in the syndication market for their first season of broadcasts; or (ii) were created originally for, and are being transmitted for their first season of broadcasts by, a television network not licensed by SOCIETY at the time such Program is broadcast on the network, and broadcast simultaneously or by so-called “delayed” or “repeat” broadcasts (sometimes known as “rebroadcasts”) over two or more stations affiliated with such television network.

J. **“Incidental Use”** means the use of music in the television broadcast of Non-Network Announcements.

K. **“LMA OPERATOR”** means any person, firm or corporation not under the same or substantially the same ownership, management or control as LICENSEE with whom LICENSEE has entered into a Local Marketing Agreement.

L. **“Local Marketing Agreement”** means any arrangement between LICENSEE and an LMA OPERATOR that:

- (1) authorizes the resale by an LMA OPERATOR of the use of the Television Broadcasting facilities of STATION;
- (2) permits an LMA OPERATOR to provide Programs for all or substantially all of the time STATION is on the air;
- (3) provides for the sale by an LMA OPERATOR of all or substantially all Announcements broadcast on STATION; and
- (4) provides that LMA OPERATOR will assume responsibility for the payment of license fees.

M.     **“Locally-Produced Television Program”** means any Non-Network Television Program produced by, or expressly for, LICENSEE.

N.     **“Monthly Blanket License Fee”** means LICENSEE’s monthly blanket license fee for the STATION, calculated as follows:

- (1)     For each twelve (12) month period during the term of this Agreement, LICENSEE’s Monthly Blanket License Fee shall be equal to one-twelfth (1/12) of LICENSEE’s Blanket License Fee for that period.

O.     **“Network Announcement”** means any Announcement transmitted by a television network licensed by SOCIETY at the time such Announcement is broadcast on the network, and broadcast simultaneously or by so-called “delayed” or “repeat” broadcasts (sometimes known as “rebroadcasts”) over two or more Affiliated Stations of that network.

P.     **“Network Television Program”** means any Program, transmitted by a television network licensed by SOCIETY at the time such Program is broadcast on the network, identified as a Program of the network, and broadcast simultaneously or by so-called “delayed” or “repeat” broadcasts (sometimes known as “rebroadcasts”) over two or more Affiliated Stations of that network.

Q.     **“Non-Network Announcement”** means any Announcement broadcast by STATION other than a Network Announcement.

R.     **“Non-Network Television Program”** means any Program broadcast by STATION other than a Network Television Program.

S.     **“Otherwise Licensed Split Work”** means a musical composition: (i) the copyright in which is owned by two or more individuals or entities, or as to which two or more individuals or entities have the right to collect performing rights royalties, at least one of whom is a member of SOCIETY and at least one of whom is not a member of SOCIETY; and (ii) for which LICENSEE has a valid license to perform the composition by Television Broadcasting by STATION either from another U.S. performing rights organization or from a copyright owner or its licensee not a member of SOCIETY.

T.     **“Program”** means all material (visual or otherwise) broadcast by STATION other than Announcements.

U.     **“Revenues Attributable to Non-Network Television Programs”** means, with respect to each Non-Network Television Program broadcast by STATION: (1) amounts billed by STATION for the sale of commercial or Program time, including for political advertisements; (2) the value of trades and barter (*i.e.*, goods and services, including, without limitation, the Program itself) that STATION receives in exchange for commercial or Program time, which value shall be the value STATION attributes to such trades and barter in accordance with its established accounting and tax practices; (3) with respect to a telethon, payments to STATION by the producer of said telethon; and (4) donations to STATION relating to broadcasting activities that are directly attributable to a particular program. For purposes of calculations under

Subparagraphs 2.U.(1) and 2.U.(2) hereof, for any given Program, "Revenues Attributable to Non-Network Television Programs" includes revenue received by STATION from (i) commercial Announcements broadcast within such Program and (ii) commercial Announcements preceding such Program which are broadcast after the completion of the prior Program.

V.     **"Source License"** means a license agreement under which the rights to perform music are Cleared At The Source.

W.     **"STATION Web Site"** shall mean Web Site(s) operated by or for STATION as STATION's Web Site(s) and shall include any Web Site(s) that is(are) shared between two or more television stations in the same market, or two or more television stations with a common owner.

X.     **"Syndicated Television Program"** means (i) any Non-Network Television Program supplied to LICENSEE and other television stations by a producer, distributor or television network not licensed by SOCIETY; or (ii) any other Non-Network Program that is not a Locally-Produced Television Program.

Y.     **"Television Broadcasting"** shall mean free, unscrambled, point-to-multipoint over-the-air local broadcasting by means of television.

Z.     **"Through-to-the-Audience License"** means, in reference to the scope of the rights granted under this Agreement, a license that authorizes the transmission and retransmission of any licensed programming to viewers by the means described in Subparagraphs 1.A.(1)-(3) so long as each entity involved in the transmission or retransmission other than LICENSEE has an economic relationship to LICENSEE within the meaning of Section II.S of the ASCAP Consent Decree. For the avoidance of doubt, nothing in this license shall be construed as authorizing LICENSEE to grant to bars, restaurants, taverns, hotels, retail establishments, and other similar businesses or establishments, the right to perform publicly any of the musical compositions licensed under this Agreement by playing LICENSEE'S over-the-air broadcasts on television sets within their physical locations to the public.

AA.    **"Web Site"** shall mean an Internet computer service comprising a series of interrelated web pages registered with a domain name registration service that STATION transmits or causes to be transmitted either directly or indirectly to persons who receive the service over the Internet by means of a personal computer or by means of another device capable of receiving Internet transmissions.

### 3.     **Right to Restrict**

A.     The members of SOCIETY shall have the right, at any time and from time to time, in good faith, to restrict the Television Broadcasting of compositions from musical comedies, operas, operettas and motion pictures, or any other composition being excessively broadcast, only for the purpose of preventing harmful effect upon such musical comedies, operas, operettas, motion pictures or compositions, in respect of other interests under the copyrights thereof; provided, however, that the maximum number of compositions which may be

at any time thus restricted shall not exceed 750 and moreover that limited licenses will be granted upon application to SOCIETY entirely free of additional charge as to restricted compositions, if and when the copyright owners thereof are unable to show reasonable hazards to their major interests likely to result from such Television Broadcasting; and provided further that such right to restrict any such composition shall not be exercised for the purpose of permitting the fixing or regulating of fees for the recording or transcribing of such composition; and provided further that in no case shall any charges, "free plugs," or other consideration be required in respect of any permission granted to perform a restricted composition; and provided further that in no event shall any composition, after the initial television broadcast thereof, be restricted for the purpose of confining further television broadcasts thereof to a particular artist, station, network or Program.

B. SOCIETY reserves the further right, at any time and from time to time, in good faith, to restrict the Television Broadcasting of any compositions, over and above the number specified in Subparagraph 3.A., only as to which any suit has been brought or threatened on a claim that such composition infringes a composition not contained in the repertory of SOCIETY or on a claim by a non-member of SOCIETY or by a member not listed in any current list of SOCIETY's members, as the same may be augmented from time to time, that SOCIETY does not have the right to license the public performance of such composition by Television Broadcasting.

C. Nothing in Subparagraphs 3.A. and 3.B. shall relieve SOCIETY of its obligation to indemnify LICENSEE, as reflected in Paragraph 10 below, with respect to the performances of any compositions in SOCIETY's repertory, the performance of which SOCIETY has restricted, prior to such time as LICENSEE receives notice from SOCIETY of any such restriction.

#### 4. Payments

A. In consideration of the license herein granted, LICENSEE agrees to pay to SOCIETY for each calendar month beginning January 1, 2012 and for the remainder of the term of this Agreement, the total of the following fees:

(1) An Incidental/Ambient Use Fee. The Incidental/Ambient Use Fee shall be fifteen percent (15%) of LICENSEE's Monthly Blanket License Fee.

(2) Program Fee. The Program Fee, inclusive of an administrative fee, shall be equal to one hundred forty-five (145%) of the difference between LICENSEE's Monthly Blanket License Fee and LICENSEE's Incidental/Ambient Use Fee, multiplied by a fraction, the numerator of which shall be "ASCAP Revenues" computed as prescribed in Subparagraph 4.A.(2)(a) below, and the denominator of which shall be LICENSEE's total Revenues Attributable to Non-Network Television Programs from broadcasts on STATION's Main Channel (as defined in Subparagraph 1.A.(1). above) for the month. The mathematical calculation of the Program Fee may be represented as follows:

$$145\% [(Monthly Blanket License Fee - Incidental/Ambient Use Fee)] \times \frac{\text{ASCAP Revenues}}{\text{Revenues Attributable}}$$

to Non-Network Television Programs

- (a) For purposes of calculating the Program Fee due SOCIETY hereunder, "ASCAP Revenues" shall comprise:
- (i) one hundred percent (100%) of the month's Revenues Attributable to Non-Network Television Programs from broadcasts on STATION's Main Channel using music from SOCIETY's repertory, other than Programs whose only uses of music from SOCIETY's repertory are Cleared At The Source, or consist solely of Incidental Uses, Ambient Uses (subject to Subparagraph 4.A.(2)(a)(ii) below) or Otherwise Licensed Split Works; *plus*
  - (ii) with respect to each episode of a Syndicated Television Program or a First-Run Syndicated Television Program broadcast on STATION's Main Channel for which a cue sheet has not been created or made available to SOCIETY, STATION or COMMITTEE at the time LICENSEE submits its per program license report, or, for which neither LICENSEE nor SOCIETY can otherwise determine whether the music in such Program (other than music Cleared At The Source, Incidental Uses, Ambient Uses or Otherwise Licensed Split Works) is in SOCIETY's repertory, an amount calculated by multiplying the revenues attributable to such episode by: (a) a percentage multiplier (calculated by SOCIETY and verified by COMMITTEE as to the Programs involved and the methodology employed) representing the proportion of the episodes of the specific Program containing music in SOCIETY's repertory (other than music Cleared At The Source, Incidental Uses, Ambient Uses or Otherwise Licensed Split Works); or (b) in the absence of a sufficient number of cue sheets in SOCIETY's or LICENSEE's possession which would enable calculation of such a percentage multiplier, fifty percent (50%) of the revenues attributable to such Program; *plus*
  - (iii) one hundred percent (100%) of the revenues attributable to each Locally-Produced Television Program from broadcasts on STATION's Main Channel as to which neither LICENSEE nor SOCIETY can determine whether the music in such program (other than any Ambient Uses) is in SOCIETY's repertory at the time LICENSEE submits its per program license report.

B. For purposes of fee calculations, the length of a television Program shall be the length attributed to the Program in the "Program Index" section of the Nielsen report titled "Viewers in Profile" for STATION's relevant Designated Market Area ("DMA") (hereinafter, the "VIP Report"), pursuant to Nielsen's then-current "Program Names Guidelines." For Programs not included in the "Program Index" section of the VIP Report, where a question as to Program length occurs and SOCIETY and (i) LICENSEE or (ii) COMMITTEE are not otherwise able to agree, a particular period of Television Broadcasting shall be considered one Program if, with respect to such period, any two of the following questions may be answered in the affirmative:

- (a) Is the period referred to by substantially the same title throughout?
- (b) Is the dominant personality the same substantially throughout?
- (c) Is the period presented to the public as a single show notwithstanding that it may have different parts?
- (d) Is the format substantially constant throughout?

C. (1) For all periods following execution of this Agreement, LICENSEE shall remit its monthly payment and the monthly report called for by Paragraph 5. herein to SOCIETY on or before the last day of the second (2nd) calendar month following the calendar month to which they are attributable; provided, however, that at any time before LICENSEE's monthly payment is due, LICENSEE may pay an amount equal to 110% of the payment associated with its most recently filed report in lieu of its monthly payment. Such estimated payment shall be credited against the actual fees payable to SOCIETY for the reporting period once LICENSEE has submitted its monthly report pursuant to Paragraph 5.

(2) If LICENSEE fails to submit its monthly payment or estimated payment as provided in Subparagraph 4.C.(1) above, SOCIETY may collect a late payment charge of one percent (1%) per month (simple interest) calculated from the first day of the second (2nd) calendar month following the calendar month to which such payment is attributable and ASCAP may further assess LICENSEE for reasonable, documented, out-of-pocket costs (exclusive of attorneys' fees) incurred by ASCAP in connection with collecting such amounts.

(3) If LICENSEE fails to submit both its monthly payment and report within thirty (30) days following the date they are due, SOCIETY may bill LICENSEE for an amount equal to one hundred forty percent (140%) of LICENSEE's Monthly Blanket License Fee for that reporting period. If LICENSEE fails to pay such amount within thirty (30) days of its receipt of a billing statement from SOCIETY, LICENSEE shall pay to SOCIETY a late payment charge of one percent (1%) per month (simple interest) on that amount calculated from the thirtieth (30th) day following LICENSEE's receipt of said billing statement and ASCAP may further assess LICENSEE for reasonable, documented, of out-of-pocket costs (exclusive of attorneys' fees) incurred by ASCAP in connection with collecting such amounts. The payment provisions of this Paragraph shall not apply in circumstances in which LICENSEE is unable to submit its monthly report within the time period reflected in this subparagraph due to "force majeure" (e.g., earthquake, hurricane, fire, flood, terrorist activities).

D. Within eight (8) months after SOCIETY receives LICENSEE's monthly report pursuant to Subparagraph 5.A.(1), SOCIETY shall send LICENSEE an adjusted monthly fee statement ("Adjusted Billing Statement") with an explanation for any adjustment and an electronic cue sheet or similar documentation supporting such adjustment. The Adjusted Billing Statement shall identify the specific Non-Network Television Program(s) and episode(s) in dispute, and the specific nature of the dispute. The Adjusted Billing Statement shall be in a format agreed upon by SOCIETY and COMMITTEE so as to allow for a computerized transmission to LICENSEE, and to enable LICENSEE to amend its monthly report on the basis of a newly obtained cue sheet or similar documentation as provided in Subparagraphs 6.A.(1) and 6.B. below.

E. (1) Where any adjusted monthly fee computed by SOCIETY exceeds the fee reported and paid by LICENSEE, LICENSEE shall remit the payment of any such excess fee within forty-five (45) days of LICENSEE's receipt of an Adjusted Billing Statement unless LICENSEE disputes all or part of such adjusted fee pursuant to the provisions of Subparagraph 4.G. below.

(2) If any undisputed additional amount due to SOCIETY is not received by SOCIETY within forty-five (45) days of LICENSEE'S receipt of the Adjusted Billing Statement, LICENSEE shall pay to SOCIETY a late payment charge of one percent (1%) per month (simple interest) calculated from the thirtieth (30th) day following LICENSEE's receipt of said billing statement; provided however, that if LICENSEE disputes in good faith an adjustment made by SOCIETY by invoking the provisions of Subparagraph 4.G. below, any such late payment charge shall be calculated as prescribed in Subparagraph 4.G.(4) and ASCAP may further assess LICENSEE for reasonable, documented, out-of-pocket costs (exclusive of attorneys' fees) incurred by ASCAP in connection with collecting such amounts.

F. (1) Where the monthly fee reported and paid by LICENSEE exceeds any adjusted monthly fee computed by SOCIETY, SOCIETY shall credit LICENSEE's account for the amount of any such excess fee, or, if LICENSEE so elects, and the amount of such adjustment, net of any other amounts owing by LICENSEE to SOCIETY other than any audit claims, exceeds LICENSEE's Monthly Blanket License Fee, SOCIETY shall, within forty-five (45) days of receiving notification from LICENSEE of such election, refund to LICENSEE the amount of any such excess fee.

(2) If any such refund or credit is not received by LICENSEE within forty-five (45) days of SOCIETY's receipt of notification by LICENSEE of such election, LICENSEE shall be entitled to receive, in addition to such refund, an additional sum computed at a rate of one percent (1%) per month (simple interest) calculated from the thirtieth (30th) day following SOCIETY's receipt of said election.

G. (1) If LICENSEE disputes in good faith any adjusted monthly fee computed by SOCIETY under Subparagraph 4.D. above, LICENSEE shall submit to SOCIETY a post-adjustment review request within forty-five (45) days of its receipt of the pertinent Adjusted Billing Statement. Any such post-adjustment review request made by LICENSEE shall identify the specific Program(s) and episode(s) in dispute, the specific nature of the dispute (including the timely submission of supporting documents that have not already been submitted to SOCIETY),

and shall be in a format agreed upon by SOCIETY and COMMITTEE so as to allow for a computerized transmission to SOCIETY.

(2) Within forty-five (45) days of its receipt from LICENSEE of a post-adjustment review request, SOCIETY shall either: (i) notify LICENSEE that it withdraws the disputed adjustment and/or accepts LICENSEE's amendment(s) to its monthly report; or (ii) maintain the disputed adjustment by submitting to LICENSEE a Post-Adjustment Response, which shall identify the specific program(s) and episode(s) in dispute, the specific nature of the dispute (including the timely submission of any supporting documents that have not already been submitted to LICENSEE), and shall be in a format agreed upon by SOCIETY and COMMITTEE so as to allow for a computerized transmission to LICENSEE or LICENSEE's agent. If SOCIETY's response is based on cue sheets not already made available to LICENSEE, these cue sheets shall be provided to LICENSEE with the Post-Adjustment Response in an electronic format agreed to by SOCIETY and COMMITTEE.

(3) Upon receipt of a post-adjustment review request from LICENSEE, no late payment charge shall be billed to the account of LICENSEE with regard to that portion of the adjusted monthly fee which is disputed until forty-five (45) days after LICENSEE's receipt of SOCIETY's Post-Adjustment Response as provided in Subparagraph 4.G.(5) below.

(4) Within forty-five (45) days of its receipt of such Post-Adjustment Response, LICENSEE shall pay any remaining portion of the adjusted monthly fee or advise SOCIETY that it continues to dispute SOCIETY's computation. Any such notice from LICENSEE to SOCIETY shall identify the specific program(s) and episode(s) in dispute, the specific nature of the dispute (including the timely submission of any supporting documents that have not already been submitted to SOCIETY) and shall be in a format agreed upon by SOCIETY and COMMITTEE so as to allow for a computerized transmission. Absent such notice from LICENSEE, if LICENSEE fails to pay any remaining portion of the adjusted monthly fee within forty-five (45) days of its receipt of SOCIETY's Post-Adjustment Response, LICENSEE shall pay to SOCIETY a late payment charge of one percent (1%) per month (simple interest) calculated from the thirtieth (30th) day following LICENSEE's receipt of such Post-Adjustment Response; provided, however, that if LICENSEE continues to dispute in good faith such fee adjustment, a late payment charge shall not accrue on the disputed portion of the adjusted monthly license fee until the thirtieth (30th) day following the resolution of the dispute and ASCAP may further assess LICENSEE for reasonable, documented, out-of-pocket costs (exclusive of attorneys' fees) incurred by ASCAP in connection with collecting such amounts.

(5) Good faith disputes that are not resolved by the parties pursuant to this Subparagraph 4.G. may be resolved pursuant to the provisions of Paragraphs 9 and 10 of the letter agreement between SOCIETY and COMMITTEE, a copy of which is attached hereto as Exhibit A.

H. To the extent practicable, SOCIETY shall separately state and clearly identify in any billing statement or other notice of payment due from LICENSEE: (i) any amounts in dispute pursuant to the provisions of Subparagraph 4.G. above; and (ii) any interest or other penalty authorized by this Agreement and claimed by SOCIETY.

## **5. Program and Music Use Reports**

A. LICENSEE (or a designated agent of LICENSEE) shall furnish to SOCIETY a monthly music use report on or before the last day of the second (2nd) calendar month following the calendar month to which it is attributable. Such report shall set forth on a day-by-day basis, separately for each Non-Network Television Program broadcast by LICENSEE on STATION's Main Channel during the reported month: (i) Program title, including the episode name or episode number; (ii) date of broadcast; (iii) from and to time of broadcast; and (iv) the revenues attributable to the Program. LICENSEE shall also identify, on a day-by-day basis, the periods of time during which STATION (on its Main Channel): (i) broadcast Network Television Programs and (ii) did not broadcast any Programs.

B. All monthly music use reports must be submitted using the electronic format and Internet-based delivery transmission methodology, to be agreed upon by ASCAP and the COMMITTEE, and any monthly music use report attempted to be submitted to ASCAP by LICENSEE (or a designated agent of LICENSEE) in any other fashion will be deemed as the non-submission of a monthly music use report, subject to the provisions of Paragraph 4.C.(3). SOCIETY and a representative designated by COMMITTEE shall agree on the specifications and formats of the electronic reports that will be submitted to SOCIETY in order to enable LICENSEE to engage in such electronic reporting. LICENSEE must submit its per program reports and any cue sheets required to be created pursuant to this Agreement employing the agreed upon specifications and means of transmission.

C. SOCIETY shall provide LICENSEE with lists of the music content of Syndicated Television Programs (the "Lists") not less often than every month. SOCIETY, however, may adjust LICENSEE's reports and compute LICENSEE's fees based upon the most current music use information available to SOCIETY, whether or not that information has been included in the latest List provided to LICENSEE. LICENSEE shall endeavor to report Program titles, episode names and/or numbers and music use indicators on its monthly reports in exactly the same manner in which such information appears on the Lists.

D. LICENSEE shall furnish to SOCIETY a cue sheet, in the electronic form agreed upon by SOCIETY and COMMITTEE, with respect to each Locally-Produced Television Program that LICENSEE maintains contains no music in SOCIETY's repertory (or in which the only music in SOCIETY's repertory has been Cleared At The Source, is an Incidental Use, Ambient Use, or Otherwise Licensed Split Work which does not result in the payment of a fee under this Agreement).

E. (1) Upon no less than thirty (30) days' advance written notice, LICENSEE shall furnish to SOCIETY copies of videotapes, DVDs, or other electronic media permitting audio-visual transcription in a mutually agreeable format (collectively referred to herein as "Transcriptions") of all of its Locally-Produced Television Programs for a period of one (1) week. SOCIETY shall be permitted to request such Transcriptions for no more than one (1) week per quarter; provided, however, that in the event LICENSEE fails to identify ASCAP repertory music that would generate a Program Fee more than twice within a six (6) month period, SOCIETY may require that LICENSEE maintain Transcriptions of all of its Locally-Produced Television Programs for six (6) months from the date on which LICENSEE receives notice from

SOCIETY. LICENSEE shall not be obligated to retain such Transcriptions beyond the prescribed six (6) month period. LICENSEE shall provide a reasonable number of such Transcriptions to SOCIETY in response to requests made by SOCIETY within the prescribed six (6) month period, and subject to the limitation that SOCIETY may request Transcriptions of no more than one (1) week or the equivalent of one (1) week of Locally-Produced Television Programs per month. Such Transcriptions shall be provided to SOCIETY, with suitable identification of the location on them of the Programs to which SOCIETY's request may be directed. If LICENSEE fails to respond to a timely request from SOCIETY for a Transcription of a Locally-Produced Television Program, LICENSEE shall be required to pay a fee for the Program as if it contained music in SOCIETY's repertory.

(2) Not more frequently than three (3) times during any consecutive twelve (12) month period, and upon not less than thirty (30) days written notice to LICENSEE, SOCIETY may request that LICENSEE provide SOCIETY with either: (a) Transcriptions of up to one (1) consecutive week of Syndicated Television Programs the music content of which does not appear on a cue sheet; or (b) Transcriptions of four (4) consecutive episodes of a Program that airs once a week. SOCIETY shall use its best efforts not to request from LICENSEE Transcriptions of Programs for which it has received Transcriptions from other sources.

(3) If LICENSEE maintains Transcriptions of Syndicated Television Programs, the music content of which does not appear on a cue sheet, SOCIETY may request that LICENSEE provide a reasonable number of Transcriptions to SOCIETY on an as-needed basis.

(4) Any Transcriptions provided to SOCIETY pursuant to this Agreement are for the exclusive use of SOCIETY in performance of its obligations hereunder. SOCIETY shall not copy, distribute, or otherwise make such Transcriptions available to any entity, other than the COMMITTEE. Upon SOCIETY's completion of its review of such Transcriptions, SOCIETY shall promptly return such Transcriptions to LICENSEE.

F. With respect to any musical composition that LICENSEE claims is an Otherwise Licensed Split Work, LICENSEE shall identify the performing rights organization or copyright holder that has licensed the performance of said composition. If LICENSEE claims that the performance is licensed under a blanket license from another performing rights organization, LICENSEE shall represent that it has such a license in effect and, upon SOCIETY's request, shall furnish to SOCIETY a copy of that license or other documentation sufficient to show LICENSEE's authorization to perform the relevant copyrighted work (provided that LICENSEE has not previously provided such license or documentation to SOCIETY). LICENSEE authorizes SOCIETY to seek to verify from another performing rights organization that LICENSEE has a blanket or per program license in effect with that organization. If LICENSEE claims that the performance is licensed under a per program license from another performing rights organization, LICENSEE shall represent that it has such a license in effect and, on SOCIETY's request, shall furnish to SOCIETY a copy of that license or other documentation sufficient to show LICENSEE's authorization to perform the relevant copyrighted work (provided that LICENSEE has not previously provided such license or documentation to SOCIETY), and shall furnish to SOCIETY a copy of the relevant portion of LICENSEE's monthly report pursuant to that license showing that the performance has been duly reported and

the required fee has been paid to the other performing rights organization. If LICENSEE claims that the performance is licensed directly from a copyright holder or its licensee, LICENSEE shall represent that such a license is in effect and, on SOCIETY's request, shall furnish to SOCIETY the name(s) of the composition(s) so licensed and the identities of the individual(s) from whom such a license was obtained.

G. (1) For any music that is Cleared At The Source, LICENSEE shall furnish to SOCIETY, at the time LICENSEE submits its monthly per program report pursuant to Subparagraph 5.A. above and no later than ninety (90) days following the last day of the calendar month to which such music is attributable, written notice of such clearance and a copy of the Source License agreement, including all relevant attachments, exhibits, and amendments, to the extent not previously provided, between the Clearing Entity and LICENSEE pursuant to which LICENSEE has obtained such clearance, from which LICENSEE may, at its option, remove any financial or other proprietary information. If LICENSEE fails to furnish such written notice to SOCIETY within the time period specified in this subparagraph, such music shall not be deemed Cleared At The Source.

(2) With respect to each Source License obtained from a person or entity who is not a composer or author member of SOCIETY, LICENSEE shall additionally furnish to SOCIETY such information as may be in the possession of LICENSEE as will enable SOCIETY to determine the names of the compositions licensed and the authors, composers, arrangers or publishers of the compositions licensed. In this regard, if the Clearing Entity is a "music library," this obligation shall be satisfied by LICENSEE's identification of the title of the specific track of a compact disc, or other recording containing music from the library, performed by LICENSEE. If the Clearing Entity is a program producer or other authorized licensor of such rights, such obligation shall be fulfilled by LICENSEE's furnishing of a cue sheet for the program in which the licensed compositions appear when SOCIETY does not already possess the cue sheet and makes a request of LICENSEE to provide same. If LICENSEE is unable to supply, or SOCIETY is otherwise unable to obtain, the music use or other information required by this subparagraph, the parties shall have the same rights and obligations as may otherwise be available to them regarding payment and reporting in circumstances in which a Program contains unidentified music, as set forth in Paragraphs 4, 5 and 6 hereof.

H. For any music that is Cleared At The Source, the parties agree that the following procedures shall apply:

(1) If SOCIETY has reason to believe that the Source License furnished by LICENSEE pursuant to Subparagraph 5.G.(1) above is or may be legally insufficient to convey music performance rights to LICENSEE, SOCIETY shall so notify LICENSEE, its designated agent, and COMMITTEE within sixty (60) days of SOCIETY's receipt of the Source License in connection with LICENSEE's monthly per program report. If SOCIETY so notifies LICENSEE, LICENSEE shall have sixty (60) days from its receipt of such notice to cure any undisputed legal insufficiency in the Source License. If LICENSEE fails to cure any undisputed legal insufficiency in the Source License within sixty (60) days of its receipt of notice from SOCIETY, the Source License shall be deemed ineffective in conveying music performance rights to LICENSEE as of the date of broadcast of the Program containing a musical work or works purportedly covered by the Source License. If SOCIETY does not notify LICENSEE of

any challenge to the legal sufficiency of a Source License within sixty (60) days of its receipt of the Source License in connection with LICENSEE's monthly per program report, the Source License shall be deemed legally sufficient to convey music performance rights to LICENSEE as of the date SOCIETY received the Source License from LICENSEE, subject to Subparagraph 5.H.(2) below.

(2) If at some date subsequent to the sixty (60) day period set forth in Subparagraph 5.H.(1) above SOCIETY discovers reason to believe that a Source License furnished by LICENSEE is or may be legally insufficient to convey performance rights to LICENSEE, SOCIETY shall so notify LICENSEE, its designated agent, and COMMITTEE, and LICENSEE shall have sixty (60) days from its receipt of such notice to cure any undisputed legal insufficiency in the Source License. If LICENSEE fails to cure any undisputed legal insufficiency within sixty (60) days of its receipt of notice from SOCIETY, the Source License shall be deemed ineffective in conveying music performance rights to LICENSEE as of the date LICENSEE received notice from SOCIETY pursuant to this subparagraph.

(3) If SOCIETY challenges the legal sufficiency of a Source License furnished by LICENSEE, SOCIETY shall communicate with the Clearing Entity by means of a letter or other writing, the contents of which shall be agreed upon by SOCIETY and COMMITTEE, and SOCIETY shall furnish LICENSEE and COMMITTEE with copies of all such correspondence. If, following such written communication, the Clearing Entity disputes that it intended to convey music performing rights to LICENSEE, the parties shall have the same rights and obligations as may otherwise be available to them regarding payment and reporting in circumstances in which a Program contains unidentified music, as set forth in Paragraphs 4, 5 and 6 hereof.

(4) In circumstances in which the Clearing Entity is not a composer or author member of SOCIETY, SOCIETY shall have thirty (30) days after having identified the members of SOCIETY whose works are covered by the Source License, to communicate in writing with such members to determine if the Clearing Entity owns, or has been granted, the right to convey music performing rights to LICENSEE, and SOCIETY shall notify LICENSEE, COMMITTEE and the Clearing Entity of such communication. SOCIETY shall notify LICENSEE and the Clearing Entity within thirty (30) days following such written communication, if a member or members of SOCIETY dispute that the Clearing Entity owns, or has been granted, the right to convey music performing rights to LICENSEE, and the basis for any such dispute. If, following such written communication, SOCIETY and LICENSEE or the Clearing Entity are not able to resolve such dispute, the parties shall have the same rights and obligations as may otherwise be available to them regarding payment and reporting in circumstances in which a Program contains unidentified music, as set forth in Paragraphs 4, 5 and 6 hereof.

(5) In circumstances in which the Clearing Entity is not a composer or author member of SOCIETY and, in addition, the Clearing Entity asserts it has been granted the right to convey music performing rights to LICENSEE from a third party other than a composer or author member of SOCIETY, and SOCIETY has reasonable cause to believe that said Clearing Entity neither owns, nor has been granted, the right to convey music performing rights to the composition(s) at issue, SOCIETY shall have thirty (30) days after receipt of the Source License to communicate with such third party, by means of a letter or other writing, the contents of which

shall be agreed upon by SOCIETY and COMMITTEE, to determine if such third party has granted the right to convey music performing rights to the Clearing Entity, and SOCIETY shall notify LICENSEE, COMMITTEE and the Clearing Entity of such communication. SOCIETY shall notify LICENSEE, COMMITTEE and the Clearing Entity within thirty (30) days following such written communication, if such third party disputes that the Clearing Entity owns, or has been granted, the right to convey music performing rights to LICENSEE, and the basis for any such dispute. If SOCIETY, LICENSEE, the Clearing Entity and such third party are not able to resolve such dispute, the parties shall have the same rights and obligations as may otherwise be available to them regarding payment and reporting in circumstances in which a Program contains unidentified music, as set forth in Paragraphs 4, 5 and 6 hereof. If such third party shall fail to respond to SOCIETY's written communication within sixty (60) days following such written communication, SOCIETY shall so notify LICENSEE and the Clearing Entity and the parties shall have the same rights and obligations as may otherwise be available to them regarding payment and reporting in circumstances in which a Program contains unidentified music, as set forth in Paragraphs 4, 5 and 6 hereof.

(6) The disposition of a given dispute pursuant to Subparagraphs 5.H.(3), 5.H.(4), and 5.H.(5) above for purposes of determining the license fees payable under this Agreement shall be without prejudice to the respective rights of LICENSEE and the Clearing Entity arising out of the disputed Source License itself.

(7) LICENSEE shall have seven (7) months from the time it is notified of a dispute pursuant to Subparagraphs 5.H.(1) above in which to resolve such dispute. Notwithstanding the provisions of Paragraphs 4, 5 and 6 hereof regarding the timing of adjustments to LICENSEE's monthly per program license report, if within this seven (7) month period, it is determined that LICENSEE was in fact granted the right to perform the music which was the subject of the dispute, SOCIETY shall adjust LICENSEE's report for the month in which such music was performed and shall issue a refund or credit to LICENSEE for the amount of any fees previously paid in error on account of such performances.

## 6. **Adjustments For Unidentified Music**

A. If, within eight (8) months from the date on which LICENSEE's per program reports are due or submitted, whichever is later:

(1) SOCIETY or LICENSEE obtains a cue sheet for a specific episode of a Syndicated Television Program for which such cue sheet previously had not been created or made publicly available, SOCIETY shall adjust LICENSEE's report, and compute, and advise LICENSEE of, any additional fees owing or credit due, based upon the music use reported in such cue sheet; or

(2) SOCIETY obtains information that a Syndicated Television Program series has a theme in SOCIETY's repertory, SOCIETY, subject to verification by COMMITTEE as to the sufficiency and accuracy of the information upon which SOCIETY is relying in this regard, shall adjust LICENSEE's per program report in accordance with such information; or

(3) Neither SOCIETY nor LICENSEE has obtained a cue sheet for a First-Run Syndicated Television Program produced by LICENSEE, LICENSEE's parent or by an affiliated company in which LICENSEE or its parent is a majority owner, SOCIETY shall adjust LICENSEE's report, and any fees owing to SOCIETY by LICENSEE, by substituting in the numerator of the Program Fee fraction, set forth in Subparagraph 4.A.(2) above, one hundred percent (100%) of the revenue attributable to the relevant First-Run Syndicated Television Program for the amount which previously had been calculated for the Program under Subparagraph 4.A.(2)(a)(ii); or

(4) Neither SOCIETY nor LICENSEE has obtained a cue sheet for a Syndicated Television Program (other than those First-Run Syndicated Television Programs covered under Subparagraph 6.A.(3) above), SOCIETY shall adjust LICENSEE's report, and any fees owing to SOCIETY by LICENSEE, by substituting in the numerator of the Program Fee fraction, set forth in Subparagraph 4.A.(2) above: (a) a percentage multiplier (calculated by SOCIETY and verified by COMMITTEE as to the Programs involved and the methodology employed, and based on all cue sheets for such Program available at the time of the adjustment) representing the proportion of episodes of the specific Program containing music in SOCIETY's repertory multiplied by the revenues attributable to such Program; or (b) in the absence of a sufficient number of cue sheets in SOCIETY's or LICENSEE's possession which would enable calculation of a percentage multiplier, fifty percent (50%) of the revenues attributable to such Program, for the amount which previously had been calculated for the Program under 4.A.(2)(a)(ii).

(5) Neither SOCIETY nor LICENSEE has obtained a cue sheet for a Syndicated Television Program, some of the episodes of which contain music that is Cleared At The Source, SOCIETY shall adjust LICENSEE's report, and any fees owing to SOCIETY by LICENSEE, by substituting in the numerator of the Program Fee fraction, set forth in Subparagraph 4.A.(2) above, a percentage multiplier (calculated by SOCIETY and verified by COMMITTEE as to the Programs involved and the methodology employed, and based on all cue sheets for such Program available at the time of the adjustment) representing the proportion of episodes of the specific Program containing ASCAP music that has not been Cleared At The Source multiplied by the revenues attributable to such Program. For example, if there are one hundred (100) cue sheets available for a Program described in this subparagraph, and twenty (20) of those cue sheets reflect the use of ASCAP music not Cleared At The Source, SOCIETY would substitute in the numerator of the Program Fee fraction an amount equal to twenty percent (20%) of the revenues attributable to such Program.

B. If, within thirty (30) days from the date on which a LICENSEE's per program report is due, LICENSEE determines that it is able to furnish a cue sheet for a specific Locally-Produced Television Program for which no cue sheet was originally submitted with such report, LICENSEE shall submit within the same thirty (30)-day period a revised report based on such cue sheet, and SOCIETY shall accept the LICENSEE's revised report, and compute, and advise LICENSEE of, any additional fees owing or credit due, based upon the music use reported in such cue sheet.

C. Subject only to the audit rights described in Paragraph 7. below, SOCIETY shall complete its review of LICENSEE's monthly per program report, and any adjustments thereto,

within eight (8) months from the date it is due or submitted, whichever is later. At the request of SOCIETY, LICENSEE shall furnish to SOCIETY a copy of those portions of such logs or other records as are required for SOCIETY to review the accuracy of information contained in LICENSEE'S per program license reports. If SOCIETY has not completed its review and adjustment of LICENSEE's per program report within this eight (8) month time period, all Program and music content identifications contained therein shall be treated as accurate, except as provided in Subparagraphs 6.A.(3)-(5) above.

## 7. **Audits**

A. Upon at least ten (10) business days' written notice to LICENSEE, SOCIETY shall have the right to examine, at any time during customary business hours, the Program logs, books and records of account, and all other records of LICENSEE only to such extent as may be necessary to verify any of the financial information contained in LICENSEE's per program reports. The records subject to examination shall include any documents pursuant to which LICENSEE has obtained music performance rights to music that is Cleared At The Source, except to the extent that such documents have previously been provided to SOCIETY by LICENSEE. SOCIETY shall consider all data and information coming to its attention as a result of any such examination of logs, books and records as completely and entirely confidential.

B. SOCIETY shall complete any audit of the financial information contained in any monthly per program report by no later than two (2) years after the conclusion of the adjustment process described in Paragraph 4. above, which shall be deemed to include the final resolution of any dispute pursuant to the provisions of Paragraph 10 of the letter agreement between SOCIETY and COMMITTEE, which is attached hereto as Exhibit A.

C. Upon SOCIETY's request, LICENSEE shall furnish to SOCIETY a description of the methodology used by LICENSEE to attribute a value to trades and barter in accordance with its tax and accounting practices. LICENSEE shall thereafter furnish to SOCIETY a description of any changes to such methodology which may occur during the term of this Agreement. Should SOCIETY believe that the methodology utilized by LICENSEE does not comport with generally accepted accounting principles (or otherwise believe that LICENSEE'S reporting practices under this Paragraph 7. warrant it), SOCIETY shall have the right, upon notice to COMMITTEE, to refer this matter to Magistrate Judge Michael H. Dolinger for determination (or, if such reference is not possible, the judge with supervisory authority over the ASCAP Consent Decree).

D. In the event that SOCIETY's audit of LICENSEE discloses that LICENSEE has underpaid license fees due SOCIETY:

(I) LICENSEE shall pay a finance charge on such additional license fees of one percent (1%) per month (simple interest) with respect to any additional license fees owing, computed: (a) in circumstances in which underpayments for the audited period exceed fifteen percent (15%) of the total fees owing, from the date(s) such fees should have been paid pursuant to this Agreement; or (b) in circumstances in which underpayments for the audited period are less than or equal to fifteen percent (15%) of the total fees owing, beginning thirty (30) days after the date SOCIETY bills such additional license fees to LICENSEE. In addition, subject to the

separate provisions of 7.D.(2) and 7.D.(3) below that govern the conduct of audits and resolution of audit disputes, ASCAP may further assess LICENSEE for reasonable, documented, out-of-pocket costs (exclusive of attorneys' fees) incurred by ASCAP in connection with collecting such amounts.

(2) If LICENSEE disputes all or part of SOCIETY's claim for additional fees pursuant to an audit, LICENSEE shall, within thirty (30) days from the date SOCIETY bills such additional fees: (i) advise SOCIETY, in writing, of the basis for such dispute; and (ii) pay to SOCIETY any fees indisputably owed together with any applicable finance charges on additional fees indisputably owed in accordance with Subparagraph 7.D.(1) above. If LICENSEE, in good faith, disputes all or part of the additional fees SOCIETY has billed pursuant to this Paragraph 7., no finance charges shall be billed with respect to such disputed fees for the period beginning on the date SOCIETY bills such disputed fees and ending sixty (60) days from the date SOCIETY responds to LICENSEE's written notification of the existence of a dispute.

(3) Finance charges computed in accordance with this Paragraph 7. and pertaining to additional fees which LICENSEE disputes in accordance with Subparagraph 7.D.(2) above shall be adjusted pro-rata to the amount to be paid pursuant to the resolution of the dispute.

## **8. Local Marketing Agreement**

A. If LICENSEE is, or becomes, a party to a Local Marketing Agreement, LICENSEE and the LMA OPERATOR shall execute a letter to SOCIETY, in the form attached as Exhibit C and made a part of this Agreement, requesting amendment of this License Agreement to add the LMA OPERATOR as a party. When such a letter has been fully executed by LICENSEE, the LMA OPERATOR and SOCIETY, this Agreement shall be deemed amended accordingly. By signing Exhibit C, the LMA Operator becomes a party to this Agreement and shall assume, with LICENSEE, all of the rights and obligations set forth in this Agreement for the full period for which the Local Marketing Agreement is in effect.

B. In the event LICENSEE is a party to a Local Marketing Agreement, and a dispute arises between SOCIETY and either the LMA OPERATOR or LICENSEE as to whether LICENSEE or the LMA OPERATOR is responsible for the performance of any of the obligations arising under this Agreement, SOCIETY shall be entitled to receive, upon request, a copy of the portion of such agreement as sets forth the respective obligations of LICENSEE and the LMA OPERATOR regarding the payment of fees, accountings, recordkeeping and administrative responsibilities, or, if LICENSEE so elects, a copy of the entire Local Marketing Agreement.

## **9. Breach or Default**

Upon LICENSEE'S breach or default of any payment, accounting or substantive reporting obligations required under the terms of this Agreement, SOCIETY may give LICENSEE thirty (30) days' notice in writing to cure such breach or default, and in the event that such breach or default has not been cured within thirty (30) days of said notice, SOCIETY may then terminate this license.

## **10. Indemnity Clause**

SOCIETY agrees to indemnify, save and hold harmless, and to defend LICENSEE, its sponsors and their advertising agencies, and its and their officers, employees, and artists, and each of them, from and against any claims, demands, or suits that may be made or brought against them or any of them with respect to the performances under this Agreement of any compositions in SOCIETY's repertory that are written or copyrighted by members of SOCIETY. LICENSEE agrees to give SOCIETY immediate notice of any such claim, demand, or suit and agrees immediately to deliver to SOCIETY all papers pertaining thereto. SOCIETY shall have full charge of the defense of any such claim, demand, or suit and LICENSEE shall cooperate fully with SOCIETY in such defense. LICENSEE, however, shall have the right to engage counsel of its own at its own expense who may participate in the defense of any such action. SOCIETY agrees at the request of LICENSEE to cooperate with and assist LICENSEE, its advertisers and their advertising agencies and its and their officers, employees, and artists in the defense of any action or proceeding brought against them or any of them with respect to the performance of any musical compositions contained in SOCIETY's repertory, but not copyrighted or written by members of SOCIETY. This Paragraph 10. shall not apply to performances of any works that have been designated as restricted under Paragraph 3. of this Agreement.

## **11. Rights of Termination**

A. In the event of the termination or suspension of the governmental licenses covering STATION or any substantial alteration or variation of the terms and conditions thereof, or any major interference with the operations of STATION due to governmental measures or restrictions, LICENSEE shall have the right to terminate this Agreement upon seven (7) days' notice. Upon termination, this Agreement shall no longer remain in effect and the parties shall be relieved of all obligations arising hereunder from the date of termination.

B. In the event of:

(1) any major interference with the operations of SOCIETY in the state, territory, dependency, possession or political subdivision in which STATION is located, by reason of any law of such state, territory, dependency, possession or political subdivision; or

(2) any substantial increase in the cost to SOCIETY of operating in such state, territory, dependency, possession or political subdivision, by reason of any law of such state, territory, dependency, possession or political subdivision, which is applicable to the licensing of performing rights,

SOCIETY shall have the right, upon notice to COMMITTEE and upon a showing that the matters referred to in Subparagraphs 11.B.(1) and 11.B.(2) above affect the licensing of performing rights under this Agreement, to apply to the judge with supervisory authority over the ASCAP Consent Decree for whatever relief SOCIETY deems appropriate.

## **12. Successors and Assigns**

This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns, but no assignment shall relieve the parties hereto of their respective obligations hereunder as to performances broadcast, acts done and obligations incurred prior to the effective date of the assignment.

## **13. Notices**

Any notice filed under this Agreement shall be in written form, or in a form mutually agreed upon by SOCIETY and COMMITTEE, and shall be sent to LICENSEE (or a designated agent of LICENSEE). All notices required or permitted to be given by either of the parties to the other hereunder shall be duly and properly given if: (a) mailed to the other party by registered or certified United States mail; (b) sent by generally recognized same-day or overnight delivery service; (c) mailed by first class United States mail; or (d) sent by electronic transmission (*i.e.*, electronic mail, facsimile or similar transmission), provided that the electronic transmission is followed by a hard copy and receipt of the notice is acknowledged.

## **14. Blanket License**

The "Local Station Blanket Television License," coterminous with this License, is being offered to LICENSEE simultaneously with this Agreement. During the term of this Agreement, LICENSEE may switch from a per program to a blanket license, or from a blanket to a per program license, as of the first day of a month, prospectively on thirty (30) days' written notice to SOCIETY. LICENSEE may so elect to change its license status up to twice in any given twelve (12) month period during the term of this License.

## **15. Confidentiality**

A. SOCIETY shall treat as confidential, and shall not disclose to any third party (other than its employees, directors, and officers, in their capacity as such, on a need-to-know basis, and other than as set forth in subparagraph B below), any financial or other proprietary documents or information provided to SOCIETY by LICENSEE in connection with this Agreement.

B. SOCIETY is hereby authorized to provide to COMMITTEE such of LICENSEE's financial or other proprietary documents or information, provided to SOCIETY pursuant to this Agreement, as the COMMITTEE may request in connection with its representation of the local television industry in future negotiations with SOCIETY, future rate court proceedings, litigation, or disputes over the implementation or interpretation of this Agreement, unless LICENSEE notifies SOCIETY in writing to the contrary.

## **16. Without Prejudice**

The parties are entering into this Agreement without prejudice to any arguments or positions they may assert in any future rate proceeding or other litigation concerning what constitutes reasonable blanket and per program license fees and terms for the local television industry or, in SOCIETY's case, as to any other licensee. The definition of Ambient Uses is for

purposes of this Agreement only and is being agreed to without prejudice to any positions either party may take in any future litigation or negotiation, including positions with respect to whether or which specific uses of music constitute "fair uses" under 17 U.S.C. §§ 101 *et seq.* The inclusion of donations in the definition of Revenues Attributable to Non-Network Television Programs is for purposes of this Agreement only and is being agreed to without prejudice to any positions either party may take in any future litigation or negotiation.

#### 17. **Applicable Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed entirely within such State.

IN WITNESS WHEREOF, this Agreement has been duly executed by SOCIETY and LICENSEE this \_\_\_\_\_ day of \_\_\_\_\_, 2012, as of the \_\_\_ day of \_\_\_\_\_, 2012.

LICENSEE	AMERICAN SOCIETY OF COMPOSERS AUTHORS AND PUBLISHERS
By: _____	By: _____
Title: _____	Title: _____

**EXHIBIT A**

July 27, 2012

Mr. John LoFrumento  
American Society of Composers, Authors and Publishers  
One Lincoln Plaza  
New York, New York 10023

Re:     ASCAP - Local Television Station  
Blanket and Per Program Licenses

Dear John:

This letter sets forth the agreement reached between the American Society of Composers, Authors and Publishers (“ASCAP”) and the Television Music License Committee, LLC (the “Committee”) with regard to: (i) settlement of *In re Application of Duhamel Broadcasting Enterprises, et al.* 11 Civ. 9311 (DLC) related to U.S. v. ASCAP, 41 Civ. 1395; and (ii) fees and terms under the ASCAP - Local Television Station Blanket and Per Program License Agreements covering the period January 1, 2010 through December 31, 2016 (collectively the “Licenses”). This letter agreement is expressly incorporated in Subparagraph 1.G. of the Licenses, and is binding upon the parties hereto and upon the signatories to the Licenses.

The parties agree as follows:

1.     The interim agreement between the parties shall remain in effect through the date of the Final Order terminating the pending proceeding referred to above. All interim fees payable for the period January 1, 2010 through December 31, 2011 shall become final, except that interim per program license fees that are subject to adjustment pursuant to paragraphs 4 and 6 of the per program license for the term ending December 31, 2009 shall remain subject to such adjustment.

2.     Industry-wide Blanket License fees for all commercial local television stations licensed under the Licenses by ASCAP shall equal:

January 1, 2012 - December 31, 2012 -- \$91.5 million;

January 1, 2013 - December 31, 2013 -- \$91.5 million;

January 1, 2014 - December 31, 2014 -- \$91.5 million;

January 1, 2015 - December 31, 2015 -- \$92.0 million;

January 1, 2016 - December 31, 2016 -- \$92.0 million.

3. ASCAP and the TMLC anticipate that the actual annual industry-wide Blanket License fees payable by Licensees may be higher (or lower) than Industry-wide Blanket License fees stipulated above for a given year as a result of changes in the total number of individual local television stations licensed pursuant to either the LOCAL STATION BLANKET TELEVISION LICENSE or the LOCAL STATION PER PROGRAM TELEVISION LICENSE. In the event that the Blanket License fees payable by Licensees for any given calendar year are greater (or less) than the Industry-wide Blanket License fees stipulated above for that calendar year (exclusive of penalties payable by per program licensed stations pursuant to 4.C.(3) of the LOCAL STATION PER PROGRAM TELEVISION LICENSE and late payment charges pursuant to 4.C.(2) of the LOCAL STATION PER PROGRAM TELEVISION LICENSE or late payment charges pursuant to 5.C. of the LOCAL STATION BLANKET TELEVISION LICENSE) such overpayment (or underpayment) will be deducted from (or added to) the Industry-wide Blanket License fee in the following calendar year.

4. Each local television station's Blanket License fees shall be determined in accordance with the provisions of the license fee allocation formula determined by the Committee and attached as Exhibit B to the Blanket License and Exhibit B to the Per Program License.

5. Each year during the term of the Licenses, ASCAP shall provide to the Committee a list of current ASCAP-licensed local television stations. The list of licensees shall be delivered to the Committee, in electronic form, on or before September 15 of each year during the term. For each licensee, ASCAP shall provide the following information: (i) current station call letters; (ii) designated market area ("DMA"); (iii) state; (iv) FCC identification number; (v) ASCAP account number; (vi) channel position; (vii) station owner; (viii) network affiliation (if any); and (ix) previous call letters (if any) if contained in any database within ASCAP's control. For each newly-licensed station appearing on the list, ASCAP shall also provide: (i) signed status; (ii) date license was signed; (iii) date of first payment; and (iv) effective date of license. Any licensee added to the list between September 16 of any given year and September 15 of the following year will be included in the allocation formula the following year. In the interim, such stations will be billed at the minimum fee for their respective DMAs. ASCAP shall clearly identify in each list any licensees added to or deleted from the previous list. Without limiting ASCAP's right to terminate the Licenses pursuant to Paragraph 9 of the Per Program License and Paragraph 7 of the Blanket License, ASCAP may not delete a station from the list of licensees for failure to make payments under this agreement absent a court order.

6. In addition to the list of ASCAP-licensed stations described in Paragraph 5 above, ASCAP shall provide to the Committee no less frequently than once per quarter, in electronic form, a list of current per program licensees identified by call letters, DMA, and per program license effective date.

7. For each of the years 2011 - 2016, within sixty (60) days of receipt of a written request from the Committee, ASCAP shall provide to the Committee, in electronic form, cue sheets for a statistically significant and representative sample of programs, as selected by an independent third party chosen by the Committee, for use solely in connection with the Committee's study of music use by the local television industry. The Committee may use the results of any such music use study in connection with any negotiation, arbitration, or litigation

with ASCAP, BMI, SESAC, or any other performing rights organization, or for any other reasonable purpose; provided, however, that the Committee shall not otherwise publicly disclose the results of any such study without ASCAP's prior approval.

8. The Second Circuit Court of Appeals, having ruled in the *DMX* proceeding that ASCAP is required to offer to music users (as defined in AFJ2) an adjustable-fee blanket license with a fee structure that accounts for performances otherwise licensed from ASCAP members ("AFBL"), ASCAP will offer such a license to local television stations with a start date effective January 1, 2015, with the specifics of a credit mechanism to be negotiated in good faith between ASCAP and the TMLC by September 11, 2012 or by a date mutually agreed upon by the parties. If the parties cannot agree on the specifics of such a license, either ASCAP or the Applicants may apply to Magistrate Judge Dolinger for resolution of the issue(s).

9. At least once every six months, ASCAP and the Committee (or its designated representative) shall meet in good faith to resolve any outstanding billing, payment, or reporting disputes between ASCAP and any Licensee. Any good faith dispute that is not resolved during such meetings may be submitted to arbitration as provided in Paragraph 11 below.

10. If ASCAP and the Committee (or its designated representative) are unable to resolve one or more good faith disputes pursuant to Paragraph 9 above, and, in the judgment of ASCAP and/or the Committee, such outstanding disputes affect a significant number of Licensees and/or involve a substantial dollar amount, such outstanding disputes shall be finally determined and resolved by a neutral arbitrator. The arbitrator shall be selected jointly by ASCAP and the Committee and appointed for a two (2) year period commencing on January 1, 2014. If the parties are unable to agree upon an arbitrator by December 1, 2013, selection of an arbitrator shall be conducted pursuant to the rules of the American Arbitration Association. If an arbitrator is unable to fulfill his or her term for any reason, the parties shall, within a reasonable time period, jointly select a new arbitrator to complete the term. If either ASCAP or the Committee submits one or more outstanding good faith disputes to arbitration pursuant to this paragraph, it shall so notify the arbitrator and the opposing party. Each party shall have thirty (30) days from the date of such notice to submit a statement of claim, and any supporting documentation, to the arbitrator and to the other party setting forth the party's positions regarding the dispute(s) at issue in the arbitration; provided, however, that the deadline for submission of a statement of claim may be extended up to thirty (30) days at the discretion of the arbitrator upon a showing of good cause by either party. The statements of claim shall not exceed ten double-spaced pages in length (exclusive of any supporting documentation). The arbitrator shall have thirty (30) days from his or her receipt of the statements of claim to issue a written decision adopting one of the two positions put forth by the parties with respect to each disputed issue under arbitration, and to determine a just division of costs between the parties as the arbitrator may deem appropriate. The arbitrator's decision shall be final. The arbitrator shall not have authority to award punitive damages, attorneys' fees or expenses to either party. In no event shall either party submit to arbitration any good faith dispute that the parties have not yet attempted to resolve themselves pursuant to Paragraph 10 above.

11. If, during the term of the Licenses, any dispute arises between ASCAP and any Licensee concerning the interpretation of any of the provisions of this letter agreement or the

Licenses which, in the judgment of ASCAP and/or the Committee, has or may have industry-wide impact, ASCAP and the Committee shall first endeavor to resolve such dispute, failing which either party may refer the matter to Magistrate Judge Michael H. Dolinger for determination (or, if such a reference is not possible, to the judge with supervisory authority over the ASCAP Consent Decree). In the event of such a reference, either party, as a preliminary matter, shall be entitled to assert that the dispute between them is not properly dealt with under the terms of this provision.

12. If, during the term of the Licenses, ASCAP elects to license an entity agreed or determined to be a broadcast television "network" previously unlicensed by ASCAP, whose network programs are carried by local television stations licensed by ASCAP, such as Fox, appropriate adjustments shall be made to the license fees payable by local television station licensees consistent with the Opinions and Orders of Judge William Conner dated January 3, 1995 and January 27, 1995 in *U.S. v. ASCAP: Application of Fox Broadcasting Company and Fox Television Stations, Inc.* ASCAP and the Committee shall confer and attempt to reach agreement concerning the amount of any such fee adjustments and such agreement shall be binding on all licensees. If ASCAP and the Committee shall fail to agree on such fee adjustments, either party may refer the matter to Magistrate Judge Michael H. Dolinger for determination (or, if such a reference is not possible, to the judge with supervisory authority over the ASCAP Consent Decree).

13. The Committee shall treat as confidential any station's financial or other proprietary information or documents provided to it by ASCAP pursuant to the Local Television Station Per Program License Agreement ("Confidential Information"). The Committee shall limit access to Confidential Information to the Committee's staff, representatives and counsel, and shall not disclose Confidential Information to any third party or to any Committee member, other than a Committee member who is employed by the station or station group that provided Confidential Information to ASCAP, provided, however, that if the Committee is served with a subpoena or other legal notice compelling the production of any such Confidential Information, the Committee shall be required to give prompt written notice to ASCAP and the station or station group that provided the Confidential Information to ASCAP of such subpoena or other notice. ASCAP and/or the station or station group that provide the Confidential Information shall inform the Committee in writing within seven (7) days of receiving written notification of a subpoena or other legal notice of its intention to object to such production, in which event ASCAP and/or the station or station group shall bear the burden of opposing such production. If the subpoena requires a response or compliance in fewer than fourteen (14) days, the Committee will inform ASCAP and the station or station group in writing within three (3) days of receiving the subpoena, and ASCAP and/or the station or station group must inform the Committee of its intention to oppose the production no later than five (5) days before compliance is called for.

14. ASCAP and the Committee are entering into this agreement without prejudice to any arguments or positions they may assert in any future rate proceeding or other litigation concerning what constitutes reasonable blanket and per program license fees and terms for the local television industry or, in ASCAP's case, as to any other licensee.

Please indicate your agreement to the above by signing on the line provided below.

Very truly yours,

s/ Charles Sennet

Charles Sennet  
Chairman  
Television Music License Committee, LLC

s/ John A. LoFrumento

John A. LoFrumento  
Chief Executive Officer  
American Society of Composers  
Authors and Publishers

## EXHIBIT B

### **Television Music License Committee Methodology for ASCAP License Fee Allocation for the Period From January 1, 2012 through December 31, 2016**

The Industry-wide Blanket License fees for all commercial local television stations licensed under the ASCAP-Local Television Station Blanket License Agreements covering the period January 1, 2012 through December 31, 2016 (the “licensed television stations”), shall be allocated among the licensed television stations as follows (subject to revision pursuant to the provisions of Paragraph 10 below):

#### STEP 1: Allocation of Industry-Wide Fee Among DMA Markets

For each of the years 2012, 2013, 2014, 2015, and 2016 (“Contract Periods”), each Nielsen DMA television market is to be assigned its gross allocable share of the Industry-wide Blanket License fee (as set forth in Paragraph 2 of the July 27, 2012 letter agreement between the Television Music License Committee (the “Committee”) and ASCAP) in proportion to its percentage of the total number of weighted Qualified Viewing Households throughout the U.S. in an average quarter-hour during nine sweeps months over the course of the previous three years.

1. The number of Qualified Viewing Households will be computed for each licensed television station for the Contract Period based upon average quarter hour household viewing data, Sunday through Saturday, 9 a.m. through midnight, compiled by Nielsen during nine sweeps months over the previous three years<sup>1</sup>. The Qualified Viewing Households attributable to each DMA market shall be calculated by multiplying the average quarter hour viewing households for all licensed stations in the market by 420 (the number of quarter hours between 9 a.m. and midnight in one week).

2. For each of the Contract Periods, the number of Market Qualified Viewing Households in each of the roughly 210 DMA markets as measured by Nielsen<sup>2</sup> is to be “weighted” as follows:

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<sup>1</sup> Qualified Viewing Households for the Contract Periods 2012 through 2016 will be based upon data compiled by Nielsen for the nine November, February and May sweeps months prior to July 1 of the year preceding the Contract Period. A Qualified Viewing Household is defined as a viewing household for a station licensed by ASCAP for the Contract Period for which the allocation is being calculated.

<sup>2</sup> The number of Market Qualified Viewing Households in Puerto Rico shall be determined based upon data provided by Nielsen, or some other comparable provider of household audience information. The number of Market Qualified Viewing Households in the Virgin Islands and Guam (or in any other market or territory in which household audience information is unavailable) shall be determined by calculating the number of television households in the U.S. as a percentage of the total U.S. population; multiplying that percentage by the population of the market for which audience information is unavailable to derive the number of television households in the market; and multiplying the resulting number by a fraction the numerator of which is the number of licensed stations in the market and the denominator of which is the total number of stations in the

DMA Markets 1 - 10	Multiply by 1.21
DMA Markets 11 – 25	Multiply by 1.05
DMA Markets 26 – 50	Multiply by 0.92
DMA Markets 51 – 75	Multiply by 0.85
DMA Markets 76 - 100	Multiply by 0.85
DMA Markets 101 - 125	Multiply by 0.80
DMA Markets 126 plus	Multiply by 0.75

The purpose of the weighting is to reflect, within broad parameters, that a household in a smaller market does not represent the same value as a household in a larger market.

3. For each Contract Period, each market is to be assigned its share of the industry's overall blanket license fee by the following procedure: The Market Qualified Viewing Households in the DMA market will be multiplied by the weight set forth in Paragraph 2 above for that DMA market to determine the weighted number of Market Qualified Viewing Households for the DMA market. Thus, for example, the top ten markets in terms of three-year households average will receive a 1.21 multiple. Each market's weighted Market Qualified Viewing Households number is to be divided by the total U.S. weighted market Qualified Viewing Households to derive a percentage of U.S. weighted Market Qualified Viewing Households for each market. This weighted percentage is then applied to the industry-wide blanket license fee. Thus, if the weighted percentage of total U.S. Market Qualified Viewing Households for DMA market "x" is one percent, DMA market x's share of the industry-wide \$91,500,000 fee for the January 1, 2012 through the December 31, 2012 Contract Period would be \$91,500,000 x 1%, or \$915,000.00.

#### STEP 2: Allocation of Blanket License Fees to Stations Within Each Market

4. Each station's percentage share of the DMA market blanket license fee shall be calculated as follows: Station Qualified Viewing Households for stations affiliated with networks licensed by ASCAP (currently the ABC, CBS, NBC, Univision, and TeleFutura television networks) shall be calculated by multiplying the station's average quarter hour viewing households by 420 (the number of quarter hours between 9 a.m. and midnight in one week); and subtracting one hundred percent (100%) of the station's average prime-time DMA viewing households (which equals the station's average prime-time DMA quarter hour households times 88 (the number of quarter hour units in prime time in one week)).<sup>3</sup> Station Qualified Viewing Households for stations not affiliated with networks licensed by ASCAP shall

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market. For purposes of assigning an allocable share of the industry-wide blanket license fee to television markets in the Virgin Islands, Guam and Puerto Rico, the number of Market Qualified Viewing Households in each of these markets is to be given the same weight as the Nielsen DMA that most closely approximates the number of Market Qualified Viewing Households in these markets.

<sup>3</sup> For example, on the East Coast, prime-time occupies Monday – Saturday, 8:00 – 11 p.m. and Sunday, 7:00 – 11:00 p.m.

be calculated by multiplying the station's average quarter hour viewing households by 420. A station's percentage share of the DMA market blanket fee shall be calculated by dividing its Station Qualified Viewing Households number by the total Station Qualified Viewing Households for all stations in that DMA market and multiplying the resulting percentage by the DMA market blanket license fee (reduced by the amount of any minimum fees assigned to stations in the market pursuant to paragraph 5 below).<sup>4</sup>

5. Stations whose ratings are not reported by Nielsen during the relevant period shall be assigned a minimum blanket license fee equal to the greater of 0.25 percent of the allocable blanket license fee for its market or an annual blanket license fee of \$540 (or \$45 per month for partial years) ("Minimum Blanket License Fee"). The fees assigned to a DMA market pursuant to Step 1 above shall be reduced by the amount of any Minimum Blanket License Fees assigned to stations in that DMA market, and the balance of that DMA market's share of the industry-wide fee shall be allocated among the remaining licensed stations in that DMA market based on the methodology set forth in Step 2 hereof. If, by way of example, the blanket license fee allocated to market "k" is \$300,000, and there are operating in market "k" two stations whose ratings are not reported by Nielsen, each of those stations would be assigned a blanket fee of \$750 ( $\$300,000 \times .0025$ ). The remaining stations in market "k" would pay their appropriate percentages, not of \$300,000, but of \$298,500.

STEP 3: Adjustment to Reflect Equitable Distribution of the Administrative Costs  
Incurred by the Television Music License Committee

6. For each Contract Period, the Committee shall determine: a) the total contributions to be requested from the television industry for its costs of administering the ASCAP-Local Television Station Blanket and Per Program License Agreements (the "ASCAP Licenses") and the Committee's ongoing representation of the television industry in regard to music performance licenses; and b) the percentage (the "Contribution Percentage") and amount (the "Contribution Amount") of these total contributions to be requested from each station licensed under the ASCAP Licenses. The contributions requested by the Committee for a given Contract Period shall be payable by stations between April 1 of the relevant Contract Period and March 31 of the subsequent Contract Period or as otherwise determined by the Committee, but in no event later than June 30 of the subsequent Contract Period (the "Contribution Period").

7. Upon the expiration of a Contribution Period, the Committee shall calculate a contribution adjustment for each ASCAP licensed station by: a) multiplying the station's Contribution Percentage for the relevant Contract Period by the total contributions actually received by the Committee during the Contribution Period (the "Adjusted Contribution Amount"); and b) calculating the difference between the actual amount paid by each station during the Contribution Period and the station's Adjusted Contribution Amount (the "Allocation Credit/Debit").

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<sup>4</sup> The fees for each of the licensed stations in the Virgin Islands and Guam shall equal the amount of the industry-wide fee assigned to the market divided by the total number of licensed television stations in that market.

The Allocation Credit/Debit for the Contribution Periods ending in 2010 and 2011 have already been processed on the accounts of applicable stations. No further adjustment will be made for those Contribution Periods.

A station's Allocation Credit/Debit for each Contribution Period ending in the Contract Periods 2012 through 2016 shall be processed on the accounts of applicable stations in December of each Contract Year, provided that the Committee provides ASCAP the amount of the Allocation Credit/Debits for the Contract Period no later than October 31 of the year in which the adjustment is to be made.

The result of this adjustment is that a station that pays to the Committee for any given Contract Period its full Contribution Amount (or any sum greater than its Adjusted Contribution Amount) will receive a credit against its ASCAP fees, and any station that does not pay any portion of its Contribution Amount (or pays a sum less than its Adjusted Contribution Amount) to the Committee for any given Contract Period will pay additional ASCAP fees.

8. If, during a given Contract Period, ASCAP enters into a license agreement with a television station that was not previously licensed (a "New Television Station"), such station shall pay the minimum monthly fee of forty-five dollars (\$45.00) for the remainder of the Contract Period following the effective date of its license agreement. The fees payable by all stations in the New Television Station's market in the following Contract Period shall be reallocated in the manner set forth above without any increase in the total fee amount otherwise allocable to the relevant market.

9. Once a station's allocated fee has been calculated for a given Contract Period, there shall be no further adjustment to that station's fee for the duration of that Contract Period; provided however that if the station was assigned in error a blanket license fee that was higher or lower than it should have been assigned pursuant to the methodology set forth above, such over-allocation or under-allocation amount shall be factored into the fees allocated to the station for the subsequent Contract Period.

10. If during the term of the ASCAP-Local Television Station Blanket and Per Program Licenses, the Committee determines that there is good cause to revise the allocation methodology set forth above in any manner, the Committee may refer the matter to Magistrate Judge Michael H. Dolinger (or if such reference is not possible, to the judge with supervisory authority over the ASCAP consent decree) to request approval of any proposed revisions to this methodology. The Committee shall make such a request at a public hearing (written notice of which will be provided to ASCAP and to all licensed television stations no less than thirty days in advance of the hearing) at which all interested parties will be given the opportunity to be heard in support of, or in opposition to, the proposed revisions. Any decision by the Court approving or denying the proposed revisions shall be final and shall not be subject to appeal.

EXHIBIT C

**LOCAL MARKETING AGREEMENT AMENDMENT LETTER**

Dear ASCAP:

1. \_\_\_\_\_ ("LICENSEE") has entered into a Local Marketing Agreement with \_\_\_\_\_ ("LMA OPERATOR") for television station \_\_\_\_\_ for the period \_\_\_\_\_ through \_\_\_\_\_.

2. LICENSEE and LMA OPERATOR wish to add LMA OPERATOR as a party to the Local Television Station License Agreement in effect between LICENSEE and ASCAP ("the License"), and LMA OPERATOR shall assume all of the rights and obligations of LICENSEE as set forth in the License for the full period of the Local Marketing Agreement referred to in Paragraph 1 above.

3. LICENSEE/LMA OPERATOR (circle one) shall be responsible for the payment of any fees owing to ASCAP pursuant to the License.

4. LICENSEE/LMA OPERATOR (circle one) shall be responsible for the submission to ASCAP of any reports, tapes or other information pursuant to the License.

5. LICENSEE and LMA OPERATOR jointly designate the following single address for billing and other regular correspondence, and the following single address for any notices in accordance with the License:

Billing Address: \_\_\_\_\_ Notice Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please indicate your consent to the amendment of the License Agreement in accordance with this letter by countersigning the letter in the space provided below and returning a copy to us.

Very truly yours,

LICENSEE

Dated: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_

LMA OPERATOR

Dated: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_

The undersigned, American Society of Composers, Authors and Publishers,  
hereby consents and agrees to the amendment of the above mentioned License Agreement.

AMERICAN SOCIETY OF COMPOSERS,  
AUTHORS AND PUBLISHERS

Dated: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_

## **EXHIBIT 3**

**LIST OF BOUND STATIONS AS OF JULY 25, 2012**

Call Letter	FCCID	Current Owner Name	FCC License City	ST
KTVA	49632	MEDIA NEWS GROUP INC	Anchorage	AK
KTBY	35655	Coastal Television Bcg. Co. LLC	Anchorage	AK
KYES	21488	Fireweed Communications DIP	Anchorage	AK
KTUU	10173	Zaser & Longston Inc	Anchorage	AK
KIMO	13815	Smith Bcstg Group	Anchorage	AK
KDMD	25221	Ketchikan TV LLC	Anchorage	AK
KYUR	13815	Vision Alaska II LLC	Anchorage	AK
KTVF	49621	Newport Television LLC	Fairbanks	AK
KFXF	64597	Tanana Valley TV Co.	Fairbanks	AK
KATN	13813	Smith Bcstg Group	Fairbanks	AK
KTVF	49621	Chena Broadcasting, LLC	Fairbanks	AK
KATN	13813	Vision Alaska II LLC	Fairbanks	AK
KJUD	13814	Smith Bcstg Group	Juneau	AK
KJUD	13814	Vision Alaska II LLC	Juneau	AK
KUBD	60520	Ketchikan TV LLC	Ketchikan	AK
KJNP	20015	Evangelistic Mission	North Pole	AK
KTNL	60519	Ketchikan TV LLC	Sitka	AK
WJSU	56642	TV Alabama Inc	Anniston	AL
WDBB	71325	Sinclair Bcst Group	Bessemer	AL
WVTM	74173	NBC/GE	Birmingham	AL
WABM	16820	Sinclair Bcst Group	Birmingham	AL
WIAT	5360	New Vision Television DIP	Birmingham	AL
WBRC	71221	Raycom Media Inc.	Birmingham	AL
WTVY	4152	Gray Television Licensee LLC	Dothan	AL
WDHN	43846	Nexstar Broadcasting Group	Dothan	AL
WHDF	65128	Lockwood Broadcasting Group	Florence	AL
WPXH	73312	Ion Media Networks Inc. DIP	Gadsden	AL
WTJP	1002	Trinity Bcstg Ntwk	Gadsden	AL
WFNA	83943	LIN Television Corp	Gulf Shores	AL
WTTO	74138	Sinclair Bcst Group	Homewood	AL
WHNT	48693	LOCAL TV LLC	Huntsville	AL
WZDX	28119	Grant, Milton	Huntsville	AL
WAAY	57292	GRAPEVINE COMMUNICATIONS	Huntsville	AL
WAFF	591	Raycom Media Inc.	Huntsville	AL
WPMI	11906	Newport Television LLC	Mobile	AL
WMPV	60827	Trinity Bcstg Ntwk	Mobile	AL
WALA	4143	LIN Television Corp	Mobile	AL
WKRG	73187	Media General Inc	Mobile	AL
WNCF	72307	Broadcast Media Group LLC	Montgomery	AL
WCOV	73642	Woods Comm Corp	Montgomery	AL
WMCF	60829	Trinity Bcstg Ntwk	Montgomery	AL
WSFA	13993	Raycom Media Inc.	Montgomery	AL
WLGA	11113	Pappas Telecasting Companies	Opelika	AL
WDFX	32851	Waitt Broadcasting, Inc.	Ozark	AL
WAKA	701	Bahakel Comm	Selma	AL
WBIH	84802	Flinn Broadcasting Corporation	Selma	AL
WCFT	21258	Allbritton Comm	Tuscaloosa	AL
WUOA	77496	University of Alabama	Tuscaloosa	AL
WBMM	68427	Sagamore Hill Broadcasting	Tuskegee	AL
KMYA	86534	Hallmark National Mortgage Corporation	Camden	AR

KTVE	35692	GOCOM Communications LLC	EI Dorado	AR
KEJB	84164	Km Communications Inc.	EI Dorado	AR
KXNW	81593	LOCAL TV LLC	Eureka Springs	AR
KPBI	81593	Pinnacle Media, LLC.	Eureka Springs	AR
KHOG	60354	Hearst Stations, Inc.	Fayetteville	AR
KHBS	60353	Hearst Stations, Inc.	Fort Smith	AR
KFTA	29560	Nexstar Broadcasting Group	Fort Smith	AR
KFSM	66469	LOCAL TV LLC	Fort Smith	AR
KVTH	608	Agape Church Inc	Hot Springs	AR
KAIT	13988	Raycom Media Inc.	Jonesboro	AR
KVTJ	2784	Agape Church Inc	Jonesboro	AR
KLRT	11951	Newport Television LLC	Little Rock	AR
KARZ	37005	Nexstar Broadcasting Group	Little Rock	AR
KTHV	2787	Gannett Co	Little Rock	AR
KARK	33440	Nexstar Broadcasting Group	Little Rock	AR
KATV	33543	Allbritton Comm	Little Rock	AR
KASN	41212	Newport Television LLC	Pine Bluff	AR
KVTN	607	Agape Church Inc	Pine Bluff	AR
KNWA	29557	Nexstar Broadcasting Group	Rogers	AR
KWOG	67347	Daystar TV Network	Springdale	AR
KNAZ	24749	Gannett Co	Flagstaff	AZ
KMOH	24753	Hero Broadcasting LLC	Kingman	AZ
KPNX	35486	Gannett Co	Mesa	AZ
KTVK	40993	Belo Corp	Phoenix	AZ
KPHO	41223	Meredith Corp	Phoenix	AZ
KPAZ	67868	Trinity Bcstg Ntwk	Phoenix	AZ
KTAZ	81458	Telemundo Group	Phoenix	AZ
KNXV	59440	Scripps Howard Bcstg	Phoenix	AZ
KASW	7143	Belo Corp	Phoenix	AZ
KSAZ	35587	Fox Television	Phoenix	AZ
KUTP	68886	Fox Television	Phoenix	AZ
KAZT	35811	KUSK Inc.	Prescott	AZ
KWBA	35095	Journal Broadcast Group	Sierra Vista	AZ
KPPX	26655	Ion Media Networks Inc. DIP	Tolleson	AZ
KVOA	25735	Evening Post Publshg	Tucson	AZ
KMSB	44052	Belo Corp	Tucson	AZ
KOLD	48663	Raycom Media Inc.	Tucson	AZ
KHRR	30601	NBC/GE	Tucson	AZ
KGUN	36918	Journal Broadcast Group	Tucson	AZ
KTTU	11908	Belo Corp	Tucson	AZ
KSWT	33639	Pappas Telecasting Companies	Yuma	AZ
KYMA	74449	Intermountain West Comm Company	Yuma	AZ
KDOC	24518	Ellis Communications	Anaheim	CA
KAEF	8263	Bluestone TV Holdings Inc	Arcata	CA
KAZA	29234	Pappas Telecasting Companies	Avalon	CA
KGET	34459	Newport Television LLC	Bakersfield	CA
KERO	40878	Scripps Howard Bcstg	Bakersfield	CA
KBAK	4148	WEST WIND COMM. LLC	Bakersfield	CA
KHIZ	63865	Multicultural TV Broadcasting, Inc	Barstow	CA
KVME	83825	Bellagio Broadcasting, LLC	Bishop	CA
KAJB	40517	Calipatria Broadcasting Co. LLC	Calipatria	CA
KHSL	24508	Catamount Broadcast Group LLC	Chico	CA
KNVN	33745	Evans Broadcasting	Chico	CA

KGMC	23302	Cocola, Gary M.	Clovis	CA
KTNC	21533	TTBG LLC	Concord	CA
KVEA	19783	Telemundo Group	Corona	CA
KECY	51208	News-Press & Gazette	El Centro	CA
KBVI	58618	Sainte Ltd	Eureka	CA
KIEM	53382	Pollack Broadcasting Co.	Eureka	CA
KBQR	8378	TTBG LLC	Fort Bragg	CA
KGPE	56034	Newport Television LLC	Fresno	CA
KSEE	35594	Granite Bcstg Corp	Fresno	CA
KAIL	67494	Williams, A, et al	Fresno	CA
KFSN	8620	Capital Cities/ABC	Fresno	CA
KNXT	16950	DIOCESE OF FRESNO EDUCATION CORP	Fresno	CA
KSCI	35608	ASIAN MEDIA GROUP, LLC	Long Beach	CA
KSCI	35608	Asian Media Group, LLC DIP	Long Beach	CA
KTCA	35670	Tribune Broadcasting Co. DIP	Los Angeles	CA
KABC	282	Capital Cities/ABC	Los Angeles	CA
KWHY	26231	NBC/GE	Los Angeles	CA
KCAL	21422	CBS TV	Los Angeles	CA
KNBC	47906	NBC/GE	Los Angeles	CA
KCBS	9628	CBS TV	Los Angeles	CA
KTTV	22208	Fox Television	Los Angeles	CA
KCOP	33742	Fox Television	Los Angeles	CA
KWHY	26231	Mereulo Media Holdings, LLC	Los Angeles	CA
KNSO	58608	NBC/GE	Merced	CA
KVIQ	42640	Raul Broadcasting Company of Eureka	Modesto	CA
KION	26249	Cowles California Media Company	Monterey	CA
KTLN	49153	Christian Communications Of Ch	Novato	CA
KTVU	35703	Cox Broadcasting Corporation	Oakland	CA
KBEH	56384	Hero Broadcasting LLC	Oxnard	CA
KESQ	25577	News-Press & Gazette	Palm Springs	CA
KMIR	16749	Journal Broadcast Group	Palm Springs	CA
KCVU	58605	Sainte Ltd	Paradise	CA
KXLA	55083	Rancho Palas Verde Broadcaster	Rancho Palos Ver	CA
KRCA	22161	Lberman Broadcasting Inc	Riverside	CA
KSPX	52953	Ion Media Networks Inc. DIP	Sacramento	CA
KTXL	10205	Tribune Broadcasting Co. DIP	Sacramento	CA
KCRA	33875	Hearst Stations, Inc.	Sacramento	CA
KXTV	25048	Gannett Co	Sacramento	CA
KMAX	51499	CBS TV	Sacramento	CA
KSFW	19653	Hearst Stations, Inc.	Salinas	CA
KCBA	14867	Seal Rock Broadcasters	Salinas	CA
KPXN	58978	Ion Media Networks Inc. DIP	San Bernardino	CA
KSWB	58827	Tribune Broadcasting Co. DIP	San Diego	CA
KUSI	10238	McKinnon Family	San Diego	CA
KNSD	35277	NBC/GE	San Diego	CA
KFMB	42122	Midwest Television	San Diego	CA
KGTV	40876	Scripps Howard Bcstg	San Diego	CA
KRON	65526	Young Broadcasting DIP	San Francisco	CA
KTSF	37511	Lincoln Bcstg	San Francisco	CA
KGO	34470	Capital Cities/ABC	San Francisco	CA
KBCW	69619	CBS TV	San Francisco	CA
KPIX	25452	CBS TV	San Francisco	CA
KOFY	51189	Granite Broadcasting, DIP	San Francisco	CA

KCNS	71586	Multicultural TV Broadcasting, Inc	San Francisco	CA
KKPX	22644	Ion Media Networks Inc. DIP	San Jose	CA
KSTS	64987	Telemundo Group	San Jose	CA
KICU	34564	Cox Broadcasting Corporation	San Jose	CA
KNTV	35280	NBC/GE	San Jose	CA
KSBY	19654	SJL COMMUNICATIONS, L.P.	San Luis Obispo	CA
KTAS	12930	Palazuelos, Raul	San Luis Obispo	CA
KFRE	59013	TTBG LLC	Sanger	CA
KTBN	67884	Trinity Bcstg Ntwk	Santa Ana	CA
KEYT	60637	Smith Bcstg Group	Santa Barbara	CA
KCOY	63165	Cowles California Media Company	Santa Maria	CA
KFTY	34440	Newport Television LLC	Santa Rosa	CA
KEMO	34440	Una Vez Mas San Francisco License LLC.	Santa Rosa	CA
KQCA	10242	Hearst Stations, Inc.	Stockton	CA
KOVR	56550	CBS TV	Stockton	CA
KVMD	16729	KVMD Acquisition Corp.	Twentynine Palms	CA
KJLA	14000	Costa de Oro TV	Ventura	CA
KMPH	51488	TTBG LLC	Visalia	CA
KETD	37101	LeSea Bcstg Inc	Castle Rock	CO
KRDO	52579	News-Press & Gazette	Colorado Springs	CO
KKTV	35037	Gray Television Licensee LLC	Colorado Springs	CO
KXRM	35991	Barrington Broadcasting	Colorado Springs	CO
KWGN	35883	Tribune Broadcasting Co. DIP	Denver	CO
KPXC	68695	Ion Media Networks Inc. DIP	Denver	CO
KUSA	23074	Gannett Co	Denver	CO
KTVB	68581	Gannett Co	Denver	CO
KCNC	47903	CBS TV	Denver	CO
KMGH	40875	Scripps Howard Bcstg	Denver	CO
KDVR	126	Foxco Acquisition Subsidiary, LLC	Denver	CO
KREZ	48589	LIN Television Corp	Durango	CO
KRTN	82613	Ramar Communications	Durango	CO
KFCT	125	Foxco Acquisition Subsidiary, LLC	Ft. Collins	CO
KREG	70578	Hoak Media LLC	Glenwood Springs	CO
KREX	70596	Hoak Media LLC	Grand Junction	CO
KKCO	24766	Gray Television Licensee LLC	Grand Junction	CO
KJCT	52593	News-Press & Gazette	Grand Junction	CO
KFQX	31597	Parker Broadcasting	Grand Junction	CO
KPJR	166510	Trinity Bcstg Ntwk	Greeley	CO
KDEN	38375	NBC/GE	Longmont	CO
KREY	70579	Hoak Media LLC	Montrose	CO
KOAA	59014	Evening Post Publshg	Pueblo	CO
KCDO	63158	Channel 20 Television Co.	Sterling	CO
WSAH	70493	Multicultural Capital Trust	Bridgeport	CT
WSAH	70493	Titan Broadcast Management LLC	Bridgeport	CT
WTIC	147	Tribune Broadcasting Co. DIP	Hartford	CT
WFSB	53115	Meredith Corp	Hartford	CT
WVIT	74170	NBC/GE	New Britain	CT
WCTX	33081	LIN Television Corp	New Haven	CT
WTNH	74109	LIN Television Corp	New Haven	CT
WHPX	51980	Ion Media Networks Inc. DIP	New London	CT
WCCT	14050	Tribune Broadcasting Co. DIP	Waterbury	CT
WDCW	30576	Tribune Broadcasting Co. DIP	Washington	DC
WJLA	1051	Allbritton Comm	Washington	DC

WRC	47904	NBC/GE	Washington	DC
WUSA	65593	Gannett Co	Washington	DC
WDCA	51567	Fox Television	Washington	DC
WTTG	22207	Fox Television	Washington	DC
WPPX	51984	Ion Media Networks Inc. DIP	Wilmington	DE
WXPX	6601	Ion Media Networks Inc. DIP	Bradenton	FL
WFTX	70649	Journal Broadcast Group	Cape Coral	FL
WCLF	11125	Christian TV Network	Clearwater	FL
WKCF	53465	Hearst Stations, Inc.	Clermont	FL
WHLV	24582	Trinity Bcstg Ntwk	Cocoa	FL
WESH	25738	Hearst Stations, Inc.	Daytona Beach	FL
WFBD	81669	Flinn Broadcasting Corporation	Destin	FL
WINK	22093	Ft Myers Bcstg Co	Fort Myers	FL
WBBH	71085	Waterman Bcstg Corp	Fort Myers	FL
WTvx	35575	Cerberus Capital Management LP	Fort Pierce	FL
WAwd	54938	Beach TV Properties	Fort Walton Beach	FL
WSCV	64971	Telemundo Group	Ft. Lauderdale	FL
WFGX	6554	TV Fit for Life Inc	Ft. Walton Bch	FL
WCJB	16993	Diversified Comm	Gainesville	FL
WNBW	83965	MPS Media	Gainesville	FL
WGFL	7727	CP Media LLC	High Springs	FL
WTEV	35576	Newport Television LLC	Jacksonville	FL
WAWS	11909	Newport Television LLC	Jacksonville	FL
WJXT	53116	Post-Newsweek Stns	Jacksonville	FL
WTLV	65046	Gannett Co	Jacksonville	FL
WCWJ	29712	Nexstar Broadcasting Group	Jacksonville	FL
WSBS	72053	Spanish Broadcasting System	Key West	FL
WGEN	27387	Mambo, LLC	Key West	FL
WPXP	27290	Ion Media Networks Inc. DIP	Lake Worth	FL
WMOR	53819	Hearst-Argyle TV, Inc.	Lakeland	FL
WTJR	4593	Christian TV Network	Largo	FL
WTGL	9881	Good Life Bcstg	Leesburg	FL
WACX	60018	Assoc. Christian TV	Leesburg	FL
WOPX	67602	Ion Media Networks Inc. DIP	Melbourne	FL
WSFL	10203	Tribune Broadcasting Co. DIP	Miami	FL
WPXM	48608	Ion Media Networks Inc. DIP	Miami	FL
WHFT	67971	Trinity Bcstg Ntwk	Miami	FL
WPLG	53113	Post-Newsweek Stns	Miami	FL
WFOR	47902	CBS TV	Miami	FL
WSVN	63840	Sunbeam Television	Miami	FL
WTvj	63154	NBC/GE	Miami	FL
WBFS	12497	CBS TV	Miami	FL
WZVN	19183	Waterman Bcstg Corp	Naples	FL
WXCW	61504	Sun Broadcasting	Naples	FL
WOGX	70651	Fox Television	Ocala	FL
WJXX	11893	Gannett Co	Orange Park	FL
WFTV	72076	Cox Broadcasting Corporation	Orlando	FL
WKMg	71293	Post-Newsweek Stns	Orlando	FL
WRDQ	55454	Cox Broadcasting Corporation	Orlando	FL
WRBW	54940	Fox Television	Orlando	FL
WOFL	41225	Fox Television	Orlando	FL
WFGC	11123	Christian TV Network	Palm Beach	FL
WPGX	2942	Raycom Media Inc.	Panama City	FL

WMBB	66398	Hoak Media LLC	Panama City	FL
WJHG	73136	Gray Television Licensee LLC	Panama City	FL
WPCT	4354	Beach TV Properties	Panama City Bch	FL
WJTC	41210	Newport Television LLC	Pensacola	FL
WEAR	71363	Sinclair Bcst Group	Pensacola	FL
WHBR	10894	Christian TV Network	Pensacola	FL
WWSB	61251	Southern Bcst Corp	Sarasota	FL
WTSP	11290	Gannett Co	St. Petersburg	FL
WTOG	74112	CBS TV	St. Petersburg	FL
WTTA	4108	Bay Television Inc	St. Petersburg	FL
WTXL	41065	calkins media of tallahassee	Tallahassee	FL
WTLF	82735	MPS Media	Tallahassee	FL
WTWC	66908	Sinclair Bcst Group	Tallahassee	FL
WFLA	64592	Media General Inc	Tampa	FL
WFTS	64588	Scripps Howard Bcstg	Tampa	FL
WTVT	68569	Fox Television	Tampa	FL
WPBF	51988	Hearst-Argyle TV, Inc.	Tequesta	FL
WRXY	71580	West Coast Chrstn TV	Tice	FL
WPTV	59443	Scripps Howard Bcstg	West Palm Beach	FL
WFLX	39736	Raycom Media Inc.	West Palm Beach	FL
WPEC	52527	Sinclair Bcst Group	West Palm Beach	FL
WPEC	52527	Freedom Comm Inc. DIP	West Palm Beach	FL
WHDT	83929	Guenter Marksteiner	West Palm Beach	FL
WALB	70713	Raycom Media Inc.	Albany	GA
WFXL	70815	Barrington Broadcasting	Albany	GA
WXIA	51163	Gannett Co	Atlanta	GA
WSB	23960	Cox Broadcasting Corporation	Atlanta	GA
WUPA	6900	CBS TV	Atlanta	GA
WGCL	72120	Meredith Corp	Atlanta	GA
WTOK	4686	Gray Television Licensee LLC	Atlanta	GA
WATL	22819	Gannett Co	Atlanta	GA
WPCH	64033	Turner Bcstg System	Atlanta	GA
KBTX	6669	Gray Television Licensee LLC	Atlanta	GA
WAGA	70689	Fox Television	Atlanta	GA
WJBF	27140	Media General Inc	Augusta	GA
WRDW	73937	Gray Television Licensee LLC	Augusta	GA
WFXG	3228	American Spirit Media, LLC	Augusta	GA
WFXG	3228	Raycom Media Inc.	Augusta	GA
KXLT	35906	Sagamore Hill Broadcasting	Augusta	GA
WAGT	70699	Schurz Communications, Inc	Augusta	GA
WTLH	23486	CP Media LLC	Bainbridge	GA
WGSA	69446	Southern TV Corporation	Baxley	GA
WPXC	71236	Ion Media Networks Inc. DIP	Brunswick	GA
WXTX	12472	American Spirit Media, LLC	Columbus	GA
WRBL	3359	Media General Inc	Columbus	GA
WTVM	595	Raycom Media Inc.	Columbus	GA
WLTZ	37179	Sagamore Hill Broadcasting	Columbus	GA
WSST	63867	Sunbelt South Tcomm	Cordele	GA
WELF	60825	Trinity Bcstg Ntwk	Dalton	GA
WGXA	58262	Frontier Capital Partners, LLC	Macon	GA
WMAZ	46991	Gannett Co	Macon	GA
WGNM	24618	Christian TV Network	Macon	GA
WMGT	43847	Morris Multimedia	Macon	GA

WHSG	68058	Trinity Bcstg Ntwk	Monroe	GA
WpxA	51969	Ion Media Networks Inc. DIP	Rome	GA
WSAV	48662	Media General Inc	Savannah	GA
WJCL	37174	New Vision Television DIP	Savannah	GA
WTOC	590	Raycom Media Inc.	Savannah	GA
WCTV	31590	Gray Television Licensee LLC	Thomasville	GA
WUGA	63329	Ugarf Media Holding LLC	Toccoa	GA
WSWG	28155	Gray Television Licensee LLC	Valdosta	GA
KUAM	51233	Micronesia Broadcasting Inc	Agana	GU
KTGM	29232	SORENSEN TV SYSTEMS INC	Tamuning	GU
KHAW	4146	New Vision Television DIP	Hilo	HI
KGMD	36914	MCG CAPITOL CORP & GREENLAW-MARSHALL COM	Hilo	HI
KWHD	37103	LeSea Bcstg Inc	Hilo	HI
KHBC	34846	Raycom Media Inc.	Hilo	HI
KHVO	64544	Hearst Stations, Inc.	Hilo	HI
KWHE	36846	LeSea Bcstg Inc	Honolulu	HI
KIKU	34527	ASIAN MEDIA GROUP, LLC	Honolulu	HI
KGMB	36917	MCG CAPITOL CORP & GREENLAW-MARSHALL COM	Honolulu	HI
KITV	64548	Hearst Stations, Inc.	Honolulu	HI
KFVE	34445	MCG CAPITOL CORP & GREENLAW-MARSHALL COM	Honolulu	HI
KIKU	34527	Asian Media Group, LLC DIP	Honolulu	HI
KAAC	3246	Trinity Bcstg Ntwk	Honolulu	HI
KHON	4144	New Vision Television DIP	Honolulu	HI
KHNL	34867	Raycom Media Inc.	Honolulu	HI
KBFD	65395	Allen Broadcasting Corporation	Honolulu	HI
KPXO	77483	Ion Media Networks Inc. DIP	Kaneohe	HI
KGMV	36920	MCG CAPITOL CORP & GREENLAW-MARSHALL COM	Wailuku	HI
KWHM	37105	LeSea Bcstg Inc	Wailuku	HI
KOGG	34859	Raycom Media Inc.	Wailuku	HI
KMAU	64551	Hearst Stations, Inc.	Wailuku	HI
KAII	4145	New Vision Television DIP	Wailuku	HI
WOI	8661	Citadel Comm Co Ltd	Ames	IA
KCWI	51502	Pappas Telecasting Companies	Ames	IA
KGCW	7841	Grant, Milton	Burlington	IA
KPXR	21156	Ion Media Networks Inc. DIP	Cedar Rapids	IA
KGAN	25685	Sinclair Bcst Group	Cedar Rapids	IA
KCRG	9719	Cedar Rapids TV Co	Cedar Rapids	IA
KFXA	35336	Second Generation Television	Cedar Rapids	IA
KWQC	6885	Young Broadcasting DIP	Davenport	IA
KLJB	54011	Grant, Milton	Davenport	IA
KDSM	56527	Sinclair Bcst Group	Des Moines	IA
WHO	66221	LOCAL TV LLC	Des Moines	IA
KCCI	33710	Hearst Stations, Inc.	Des Moines	IA
KDMI	78915	Pappas Telecasting Companies	Des Moines	IA
KFXB	17625	Christian TV Network	Dubuque	IA
KWKB	35096	Km Communications Inc.	Iowa City	IA
KIMT	66402	New Vision Television DIP	Mason City	IA
KFPX	81509	Ion Media Networks Inc. DIP	Newton	IA
KYOU	53820	American Spirit Media, LLC	Ottumwa	IA
KTIV	66170	Quincy Newspapers	Sioux City	IA
KMEG	39665	TTBG LLC	Sioux City	IA
KPTH	77451	TTBG LLC	Sioux City	IA
KCAU	11265	Citadel Comm Co Ltd	Sioux City	IA

KWWL	593	Quincy Newspapers	Waterloo	IA
KTVB	34858	Belo Corp	Boise	ID
KBOI	49760	Fisher Communications	Boise	ID
KKJB	35097	Cocola Broadcasting Co. LLC	Boise	ID
KNIN	59363	Journal Broadcast Group	Caldwell	ID
KIFI	66258	News-Press & Gazette	Idaho Falls	ID
KIDK	56028	Fisher Communications	Idaho Falls	ID
KLEW	56032	Fisher Communications	Lewiston	ID
KTRV	28230	Blade Communications	Nampa	ID
KIVI	59255	Journal Broadcast Group	Nampa	ID
KPVI	1270	Intermountain West Comm Company	Pocatello	ID
KFXP	78910	Compass Communications of Idaho, Inc.	Pocatello	ID
KPIF	86205	Km Communications Inc.	Pocatello	ID
KXTF	1255	Intermountain West Comm Company	Twin Falls	ID
KMVT	35200	Neuhoff Communications Inc.	Twin Falls	ID
WYZZ	5875	Sinclair Bcst Group	Bloomington	IL
WCIA	42124	Nexstar Broadcasting Group	Champaign	IL
WICD	25684	Sinclair Bcst Group	Champaign	IL
WGN	72115	Tribune Broadcasting Co. DIP	Chicago	IL
WCPX	10981	Ion Media Networks Inc. DIP	Chicago	IL
WLS	73226	Capital Cities/ABC	Chicago	IL
WBBM	9617	CBS TV	Chicago	IL
WSNS	70119	Telemundo Group	Chicago	IL
WMAQ	47905	NBC/GE	Chicago	IL
WFLD	22211	Fox Television	Chicago	IL
WBUI	16363	GOCOM Communications LLC	Decatur	IL
WAND	70852	WAND (TV) Partnership	Decatur	IL
WRBU	57221	Roberts Bcstg Co - DIP	E St. Louis	IL
WRBU	57221	Roberts Bcstg Co	E St. Louis	IL
WIFR	4689	Gray Television Licensee LLC	Freeport	IL
WSIL	73999	Mel Wheeler Inc	Harrisburg	IL
WWTO	998	Trinity Bcstg Ntwk	Lasalle	IL
WTCT	67786	Tri-State Chrstn TV	Marion	IL
WQAD	73319	LOCAL TV LLC	Moline	IL
WPXS	40861	Daystar TV Network	Mt. Vernon	IL
WEEK	24801	Granite Broadcasting, DIP	Peoria	IL
WHOI	6866	Barrington Broadcasting	Peoria	IL
WMBD	42121	Nexstar Broadcasting Group	Peoria	IL
WAOE	52280	Venture Technologies Group LLC	Peoria	IL
WGEM	54275	Quincy Newspapers	Quincy	IL
WHBF	13950	Citadel Comm Co Ltd	Rock Island	IL
WREX	73940	Quincy Newspapers	Rockford	IL
WQRF	52408	Nexstar Broadcasting Group	Rockford	IL
WTVO	72945	Mission Broadcasting, Inc.	Rockford	IL
WRSP	62009	GOCOM Communications LLC	Springfield	IL
WCFN	42116	Nexstar Broadcasting Group	Springfield	IL
WICS	25686	Sinclair Bcst Group	Springfield	IL
WCCU	69544	GOCOM Communications LLC	Urbana	IL
WINM	67787	Tri-State Chrstn TV	Angola	IN
WIPX	10253	Ion Media Networks Inc. DIP	Bloomington	IN
WTTV	56523	Tribune Broadcasting Co. DIP	Bloomington	IN
WCLJ	68007	Trinity Bcstg Ntwk	Bloomington	IN
WSJV	74007	Quincy Newspapers	Elkhart	IN

WTVW	3661	Nexstar Broadcasting Group	Evansville	IN
WFIE	13991	Raycom Media Inc.	Evansville	IN
WEVV	72041	Comm Corp of America	Evansville	IN
WEHT	24215	Gilmore Bcstg	Evansville	IN
WPTA	73905	Malara Broadcasting	Fort Wayne	IN
WISE	13960	Granite Bcstg Corp	Fort Wayne	IN
WANE	39270	LIN Television Corp	Fort Wayne	IN
WFFT	25040	Nexstar Broadcasting Group	Ft Wayne	IN
WPWR	48772	Fox Television	Gary	IN
WJYS	32334	Jovon Bcstg Corp	Hammond	IN
WJYS	32334	Oxford Media Group, Inc.	Hammond	IN
WXIN	146	Tribune Broadcasting Co. DIP	Indianapolis	IN
KSNT	67335	New Vision Television DIP	Indianapolis	IN
WTHR	70162	Dispatch Printing Co	Indianapolis	IN
WRTV	40877	Scripps Howard Bcstg	Indianapolis	IN
WISH	39269	LIN Television Corp	Indianapolis	IN
WHMB	37102	LeSea Bcstg Inc	Indianapolis	IN
WTTK	56526	Tribune Broadcasting Co. DIP	Kokomo	IN
WLFI	73204	WAND (TV) Partnership	Lafayette	IN
WNDY	28462	LIN Television Corp	Marion	IN
WKOI	67869	Trinity Bcstg Ntwk	Richmond	IN
WMYO	34167	Independence Television Co.	Salem	IN
WSBT	73983	Schurz Communications, Inc	South Bend	IN
WNDU	41674	Michiana Telecasting	South Bend	IN
WHME	36117	LeSea Bcstg Inc	South Bend	IN
WTHI	70655	LIN Television Corp	Terre Haute	IN
WTWO	20426	Nexstar Broadcasting Group	Terre Haute	IN
WAWV	65247	Mission Broadcasting, Inc.	Terre Haute	IN
KLBY	65523	Gray Television Licensee LLC	Colby	KS
KBSD	66414	Sunflower Broadcasting, Inc	Ensign	KS
KSNG	72361	New Vision Television DIP	Garden City	KS
KUPK	65535	Gray Television Licensee LLC	Garden City	KS
KBSL	66416	Sunflower Broadcasting, Inc	Goodland	KS
KSNC	72359	New Vision Television DIP	Great Bend	KS
KBSH	66415	Sunflower Broadcasting, Inc	Hays	KS
KOCW	83181	Newport Television LLC	Hoisington	KS
KWCH	66413	Sunflower Broadcasting, Inc	Hutchinson	KS
KMTW	77063	Mercury Broadcasting Co.	Hutchinson	KS
KMCI	42636	Scripps Howard Bcstg	Lawrence	KS
KFJX	83992	Surtsey Productions, Inc.	Pittsburg	KS
KOAM	58552	Saga Communications Inc	Pittsburg	KS
KAAS	11912	Newport Television LLC	Salina	KS
TKTA	49397	Free State Communications, LLC	Topeka	KS
WIBW	63160	Gray Television Licensee LLC	Topeka	KS
TKTA	49397	Parkin Broadcasting LLC	Topeka	KS
KSAS	11911	Newport Television LLC	Wichita	KS
KSNW	72358	New Vision Television DIP	Wichita	KS
KAKE	65522	Gray Television Licensee LLC	Wichita	KS
KSCW	72348	Sunflower Broadcasting, Inc	Wichita	KS
KTXS	308	Bluestone TV Holdings Inc	Wichita	KS
WCYB	2455	Bluestone TV Holdings Inc	Wichita	KS
KTVM	18066	Bluestone TV Holdings Inc	Wichita	KS
KRCR	8291	Bluestone TV Holdings Inc	Wichita	KS

WTSF	67798	Messinger, C, et al	Ashland	KY
WLJC	27696	Hour of Harvest Inc	Beattyville	KY
WBKO	4692	Gray Television Licensee LLC	Bowling Green	KY
WNKY	61217	Max Media LLC	Bowling Green	KY
WBKI	25173	Louisville TV Group, LLC	Campbellsville	KY
WDKY	64017	Sinclair Bcst Group	Danville	KY
WAGV	37809	Living Faith Minstrs	Harlan	KY
WYMT	24915	Gray Television Licensee LLC	Hazard	KY
WTVQ	51597	WTVQ-TV, LLC	Lexington	KY
WLEX	73203	Evening Post Publshg	Lexington	KY
WKYT	24914	Gray Television Licensee LLC	Lexington	KY
WBNA	73692	Word Broadcasting	Louisville	KY
WDRB	28476	Blade Communications	Louisville	KY
WLKY	53939	Hearst Stations, Inc.	Louisville	KY
WAVE	13989	Raycom Media Inc.	Louisville	KY
WHAS	32327	Belo Corp	Louisville	KY
WAZE	74592	Roberts Bcstg Co - DIP	Madisonville	KY
WAZE	74592	Roberts Bcstg Co	Madisonville	KY
WUPX	23128	Ion Media Networks Inc. DIP	Morehead	KY
WXIX	39738	Raycom Media Inc.	Newport	KY
WPSD	51991	Paxton Media Group LLC	Paducah	KY
WDKA	39561	Wdka Acquisition Corp.	Paducah	KY
KLAX	52907	Pollack Broadcasting Co.	Alexandria	LA
KALB	51598	Hoak Media LLC	Alexandria	LA
KBCA	16940	Wilderness Communications, LLC	Alexandria	LA
WVLA	70021	White Knight Bcstg	Baton Rouge	LA
WGMB	12520	Comm Corp of America	Baton Rouge	LA
WAFB	589	Raycom Media Inc.	Baton Rouge	LA
WBRZ	38616	Manship Stations	Baton Rouge	LA
KAQY	52046	Parker Broadcasting	Columbia	LA
KGLA	83945	Mayavision Inc.	Hammond	LA
KLFY	35059	Young Broadcasting DIP	Lafayette	LA
KADN	33261	Comm Corp of America	Lafayette	LA
KATC	33471	Evening Post Publshg	Lafayette	LA
KVHP	35852	National Communications Inc.	Lake Charles	LA
KPLC	13994	Raycom Media Inc.	Lake Charles	LA
KPXJ	81507	KTBS, Inc.	Minden	LA
KNOE	48975	Hoak Media LLC	Monroe	LA
KLWB	82476	Wilderness Communications, LLC	New Iberia	LA
WGNO	72119	Tribune Broadcasting Co. DIP	New Orleans	LA
WPXL	21729	Ion Media Networks Inc. DIP	New Orleans	LA
WNOL	54280	Tribune Broadcasting Co. DIP	New Orleans	LA
WWL	74192	Belo Corp	New Orleans	LA
WVUE	4149	Louisiana Media Co. LLC	New Orleans	LA
WDSU	71357	Hearst Stations, Inc.	New Orleans	LA
WHNO	37106	LeSea Bcstg Inc	New Orleans	LA
KMSS	12525	Comm Corp of America	Shreveport	LA
KSLA	70482	Raycom Media Inc.	Shreveport	LA
KTBS	35652	KTBS, Inc.	Shreveport	LA
KSHV	73706	White Knight Bcstg	Shreveport	LA
WUPL	13938	Belo Corp	Slidell	LA
KARD	3658	Nexstar Broadcasting Group	West Monroe	LA
KMCT	38584	Lamb Bcstg Inc	West Monroe	LA

WCDC	74419	Young Broadcasting DIP	Adams	MA
WBPX	7692	Ion Media Networks Inc. DIP	Boston	MA
WSBK	73982	CBS TV	Boston	MA
WHDH	72145	Sunbeam Television	Boston	MA
WBZ	25456	CBS TV	Boston	MA
WCVB	65684	Hearst Stations, Inc.	Boston	MA
WFXT	6463	Fox Television	Boston	MA
WLVI	73238	Sunbeam Television	Cambridge	MA
WMFP	41436	Multicultural Capital Trust	Lawrence	MA
WLNE	22591	Global Bcg. of So. New England LLC, Recv	New Bedford	MA
WLNE	22591	Citadel Comm Co Ltd	New Bedford	MA
WLWC	3978	Cerberus Capital Management LP	New Bedford	MA
WLNE	22591	Global Broadcasting LLC	New Bedford	MA
WWDP	23671	Value Vision Media	Norwell	MA
WNYA	136751	Venture Technologies Group LLC	Pittsfield	MA
WWLP	6868	LIN Television Corp	Springfield	MA
WGGB	25682	Gormally Broadcasting LLC	Springfield	MA
WDPX	6476	Ion Media Networks Inc. DIP	Vineyard Haven	MA
WMAR	59442	Scripps Howard Bcstg	Baltimore	MD
WJZ	25455	CBS TV	Baltimore	MD
WBFF	10758	Sinclair Bcst Group	Baltimore	MD
WNUV	7933	Sinclair Bcst Group	Baltimore	MD
WBAL	65696	Hearst Stations, Inc.	Baltimore	MD
WUTB	60552	Fox Television	Baltimore	MD
WHAG	25045	Nexstar Broadcasting Group	Hagerstown	MD
WBOC	71218	Draper Comm	Salisbury	MD
WMDT	16455	Delmarva Broadcast Service, LLC	Salisbury	MD
WLBZ	39644	Gannett Co	Bangor	ME
WVII	3667	Rockfleet Broadcasting	Bangor	ME
WABI	17005	Diversified Comm	Bangor	ME
WPME	48408	MPS Media of Portland	Lewiston	ME
WMTW	73288	Hearst Stations, Inc.	Poland Spring	ME
WCSH	39664	Gannett Co	Portland	ME
WGME	25683	Sinclair Bcst Group	Portland	ME
WPXT	53065	New Age Media	Portland	ME
WAGM	48305	Kozloski, Peter, Jr	Presque Isle	ME
WPFO	84088	CORPORATE MEDIA CONSULTANT GRO	Waterville	ME
WBKB	67048	Marks, Stephen	Alpena	MI
WPXD	5800	Ion Media Networks Inc. DIP	Ann Arbor	MI
WZPX	71871	Ion Media Networks Inc. DIP	Battle Creek	MI
WOTV	10212	LIN Television Corp	Battle Creek	MI
WBSF	82627	Barrington Broadcasting	Bay City	MI
WNEM	41221	Meredith Corp	Bay City	MI
WWTV	26994	Heritage Bcstg Co	Cadillac	MI
WFQX	25396	Cadillac Telecasting Co.	Cadillac	MI
WBKP	76001	Thunder Bay Broadcasting Inc.	Calumet	MI
WTOM	21254	Barrington Broadcasting	Cheboygan	MI
WWJ	72123	CBS TV	Detroit	MI
WXYZ	10267	Scripps Howard Bcstg	Detroit	MI
WKBD	51570	CBS TV	Detroit	MI
WMYD	74211	Granite Broadcasting, DIP	Detroit	MI
WDIV	53114	Post-Newsweek Stns	Detroit	MI
WJBK	73123	Fox Television	Detroit	MI

WJMN	9630	Liberty Media Corporation	Escanaba	MI
WJRT	21735	Capital Cities/ABC	Flint	MI
WSMH	21737	Sinclair Bcst Group	Flint	MI
WXMI	68433	Tribune Broadcasting Co. DIP	Grand Rapids	MI
WZZM	49713	Gannett Co	Grand Rapids	MI
WOOD	36838	LIN Television Corp	Grand Rapids	MI
WHTV	29706	Venture Technologies Group LLC	Jackson	MI
WWMT	74195	Freedom Comm Inc. DIP	Kalamazoo	MI
WWMT	74195	Sinclair Bcst Group	Kalamazoo	MI
WLLA	11033	Christian Faith Broadcasting	Kalamazoo	MI
WLNS	74420	Young Broadcasting DIP	Lansing	MI
WLAJ	36533	Sinclair Bcst Group	Lansing	MI
WLAJ	36533	Freedom Comm Inc. DIP	Lansing	MI
WSYM	74094	Journal Broadcast Group	Lansing	MI
WLUC	21259	Barrington Broadcasting	Marquette	MI
WBUP	59281	Thunder Bay Broadcasting Inc.	Marquette	MI
WZMQ	81448	MMMRC LLC	Marquette	MI
WADL	455	Adell Bcstg Corp	Mount Clemens	MI
WTLJ	67781	Tri-State Chrstn TV	Muskegon	MI
WILX	6863	Gray Television Licensee LLC	Onondaga	MI
WEYI	72052	Barrington Broadcasting	Saginaw	MI
WAQP	67792	Tri-State Chrstn TV	Saginaw	MI
WWUP	26993	Heritage Bcstg Co	Sault Ste Marie	MI
WGTQ	59279	Tucker Broadcasting	Sault Ste Marie	MI
WGTU	59280	Tucker Broadcasting	Traverse City	MI
WPBN	21253	Barrington Broadcasting	Traverse City	MI
WFUP	25395	Cadillac Telecasting Co.	Vanderbilt	MI
KSAX	35584	Hubbard Broadcasting Inc.	Alexandria	MN
KCCO	9632	CBS TV	Alexandria	MN
KAAL	18285	Hubbard Broadcasting Inc.	Austin	MN
KFTC	83714	Fox Television	Bemidji	MN
KRII	82698	Granite Bcstg Corp	Chisholm	MN
KDLH	4691	Malara Broadcasting	Duluth	MN
WDIO	71338	Hubbard Broadcasting Inc.	Duluth	MN
KQDS	35525	Red River Bcst Corp	Duluth	MN
WIRT	71336	Hubbard Broadcasting Inc.	Hibbing	MN
KEYC	68853	United Comm Corp	Mankato	MN
KSTC	35843	Hubbard Broadcasting Inc.	Minneapolis	MN
WUCW	36395	Sinclair Bcst Group	Minneapolis	MN
WCCO	9629	CBS TV	Minneapolis	MN
KARE	23079	Gannett Co	Minneapolis	MN
KMSP	68883	Fox Television	Minneapolis	MN
WFTC	11913	Fox Television	Minneapolis	MN
KRWF	35585	Hubbard Broadcasting Inc.	Redwood Falls	MN
KTTC	35678	Quincy Newspapers	Rochester	MN
KPXM	35907	Ion Media Networks Inc. DIP	St. Cloud	MN
KSTP	28010	Hubbard Broadcasting Inc.	St. Paul	MN
KBRR	55370	Red River Bcst Corp	Thief River Fall	MN
KCCW	9640	CBS TV	Walker	MN
KFVS	592	Raycom Media Inc.	Cape Girardeau	MO
KBSI	19593	Sinclair Bcst Group	Cape Girardeau	MO
KMZ	63164	JW Broadcasting, LLC	Columbia	MO
KOMU	65583	Univ of Missouri	Columbia	MO

KHQA	4690	Barrington Broadcasting	Hannibal	MO
KRCG	41110	Barrington Broadcasting	Jefferson City	MO
KNLJ	48521	Christian TV Network	Jefferson City	MO
KODE	18283	Mission Broadcasting, Inc.	Joplin	MO
KSNF	67766	Nexstar Broadcasting Group	Joplin	MO
KPXE	33337	Ion Media Networks Inc. DIP	Kansas City	MO
KMBC	65686	Hearst Stations, Inc.	Kansas City	MO
KSMO	33336	Meredith Corp	Kansas City	MO
KCTV	41230	Meredith Corp	Kansas City	MO
WDAF	11291	Foxco Acquisition Subsidiary, LLC	Kansas City	MO
KSHB	59444	Scripps Howard Bcstg	Kansas City	MO
KCWE	64444	Hearst Stations, Inc.	Kansas City	MO
KTVO	21251	Barrington Broadcasting	Kirksville	MO
KRBK	166319	Koplar Communications Int'l Inc.	Osage Beach	MO
KPOB	73998	Mel Wheeler Inc	Poplar Bluff	MO
KSPR	35630	GOCOM Communications LLC	Springfield	MO
KSFX	3659	Nexstar Broadcasting Group	Springfield	MO
KYTV	36003	Schurz Communications, Inc	Springfield	MO
KQTV	20427	Nexstar Broadcasting Group	St. Joseph	MO
KTAJ	999	Trinity Bcstg Ntwk	St. Joseph	MO
KPLR	35417	Tribune Broadcasting Co. DIP	St. Louis	MO
KMOV	70034	Belo Corp	St. Louis	MO
KNLC	48525	New Life Evangelistic Center Inc.	St. Louis	MO
KSDK	46981	Gannett Co	St. Louis	MO
KDNL	56524	Sinclair Bcst Group	St. Louis	MO
KTVI	35693	Foxco Acquisition Subsidiary, LLC	St. Louis	MO
WLOX	13995	Raycom Media Inc.	Biloxi	MS
WCBI	12477	Imes Family	Columbus	MS
WXVT	25236	Saga Communications Inc	Greenville	MS
WABG	43203	Commonwealth Broadcasting Grou	Greenwood	MS
WXXV	53517	Morris Multimedia	Gulfport	MS
WHLT	48668	Media General Inc	Hattiesburg	MS
WBUY	60830	Trinity Bcstg Ntwk	Holly Springs	MS
WKDH	83310	Southern Broadcasting, Inc.	Houston	MS
WDBD	71326	Jackson Broadcasting, LLC	Jackson	MS
WJTV	48667	Media General Inc	Jackson	MS
WLBT	68542	Raycom Media Inc.	Jackson	MS
WAPT	49712	Hearst Stations, Inc.	Jackson	MS
WDAM	21250	Raycom Media Inc.	Laurel	MS
WRBJ	136749	Roberts Bcstg Co	Magee	MS
WRBJ	136749	Roberts Bcstg Co - DIP	Magee	MS
WGBC	24314	WGBC-TV, LLC	Meridian	MS
WMDN	73255	Meridian Media, LLC	Meridian	MS
WNTZ	16539	Comm Corp of America	Natchez	MS
WTVA	74148	Spain, Frank &Family	Tupelo	MS
WUFX	84253	Vicksburg Broadcasting LLC	Vicksburg	MS
WLOV	37732	Spain, Frank &Family	West Point	MS
KULR	35724	Max Media LLC	Billings	MT
KSVI	5243	Nexstar Broadcasting Group	Billings	MT
KTVQ	35694	Evening Post Publishg	Billings	MT
KBZK	33756	Evening Post Publishg	Bozeman	MT
KWYB	14674	Max Media LLC	Butte	MT
KXLF	35959	Evening Post Publishg	Butte	MT

KXGN	24287	Glendive Bcstg Corp	Glendive	MT
KFBB	34412	Max Media LLC	Great Falls	MT
KRTV	35567	Evening Post Publshg	Great Falls	MT
KHMT	47670	Mission Broadcasting, Inc.	Hardin	MT
KBBJ	83689	Intermountain West Comm Company	Havre	MT
KTVH	5290	Intermountain West Comm Company	Helena	MT
KMTF	68717	Meridian Communications Of Mon	Helena	MT
KCFW	18079	Bluestone TV Holdings Inc	Kalispell	MT
KBAO	84794	Intermountain West Comm Company	Lewistown	MT
KYUS	5237	KYUS BROADCASTING CORP	Miles City	MT
KTMF	14675	Max Media LLC	Missoula	MT
KPAX	35455	Evening Post Publishg	Missoula	MT
KECI	18084	Bluestone TV Holdings Inc	Missoula	MT
WHNS	72300	Meredith Corp	Asheville	NC
WYCW	70149	Media General Inc	Asheville	NC
WLOS	56537	Sinclair Bcst Group	Asheville	NC
WJZY	73152	Capitol Bcg Co Inc.	Belmont	NC
WGFX	65074	Ion Media Networks Inc. DIP	Burlington	NC
WBTV	30826	Raycom Media Inc.	Charlotte	NC
WCNC	32326	Belo Corp	Charlotte	NC
WSOC	74070	Cox Broadcasting Corporation	Charlotte	NC
WCCB	49157	Bahakel Comm	Charlotte	NC
WRDC	54963	Sinclair Bcst Group	Durham	NC
WTVD	8617	Capital Cities/ABC	Durham	NC
WFPX	21245	Ion Media Networks Inc. DIP	Fayetteville	NC
WNCN	50782	Media General Inc	Goldsboro	NC
WFMY	72064	Gannett Co	Greensboro	NC
WMYV	25544	Sinclair Bcst Group	Greensboro	NC
WLXI	54452	Tri-State Chrstn TV	Greensboro	NC
WEPX	81508	Ion Media Networks Inc. DIP	Greenville	NC
WYDO	35582	Esteem Broadcasting of NC, LLC	Greenville	NC
WNCT	57838	Media General Inc	Greenville	NC
WHKY	65919	Long Communications, LLC	Hickory	NC
WGHP	72106	Foxco Acquisition Subsidiary, LLC	High Point	NC
WPXU	37971	Ion Media Networks Inc. DIP	Jacksonville	NC
WAXN	12793	Cox Broadcasting Corporation	Kannapolis	NC
WCWG	35385	TTBG LLC	Lexington	NC
WSKY	76324	Sky Television, LLC	Manteo	NC
WFXI	37982	Esteem Broadcasting of NC, LLC	Morehead City	NC
WCTI	18334	Esteem Broadcasting of NC, LLC	New Bern	NC
WRAZ	64611	Capitol Bcg Co Inc.	Raleigh	NC
WLFL	73205	Sinclair Bcst Group	Raleigh	NC
WRAL	8688	Capitol Bcg Co Inc.	Raleigh	NC
WRPX	20590	Ion Media Networks Inc. DIP	Rocky Mount	NC
WITN	594	Gray Television Licensee LLC	Washington	NC
WSFX	72871	American Spirit Media, LLC	Wilmington	NC
WECT	48666	Raycom Media Inc.	Wilmington	NC
WWAY	12033	Morris Multimedia	Wilmington	NC
WRAY	10133	TCT Ministries, Inc.	Wilson	NC
WXLV	414	Sinclair Bcst Group	Winston Salem	NC
WXII	53921	Hearst Stations, Inc.	Winston-salem	NC
KFYR	41427	Hoak Media LLC	Bismarck	ND
KNDX	82611	Prime Cities Bcstrs	Bismarck	ND

KBMY	22121	Forum Communications Co	Bismarck	ND
KXMB	55686	Reiten Television	Bismarck	ND
WDAZ	22124	Forum Communications Co	Devils Lake	ND
KQCD	41430	Hoak Media LLC	Dickinson	ND
KXMA	55684	Reiten Television	Dickinson	ND
KVLY	61961	Hoak Media LLC	Fargo	ND
KVRR	55372	Red River Bcst Corp	Fargo	ND
WDAY	22129	Forum Communications Co	Fargo	ND
KJRR	55364	Red River Bcst Corp	Jamestown	ND
KMOT	41425	Hoak Media LLC	Minot	ND
KMCY	22127	Forum Communications Co	Minot	ND
KXMC	55685	Reiten Television	Minot	ND
KXND	82615	Prime Cities Bcstrs	Minot	ND
KNRR	55362	Red River Bcst Corp	Pembina	ND
KXJB	49134	Catamount Broadcast Group LLC	Valley City	ND
KUMV	41429	Hoak Media LLC	Williston	ND
KXMD	55683	Reiten Television	Williston	ND
KLKE	00000	Citadel Comm Co Ltd	Albion	NE
KTVG	27220	Hill Bcstg Co	Grand Island	NE
KGIN	7894	Gray Television Licensee LLC	Grand Island	NE
KWNB	21162	Pappas Telecasting Companies	Hayes Center	NE
KHGI	21160	Pappas Telecasting Companies	Kearney	NE
KOLN	7890	Gray Television Licensee LLC	Lincoln	NE
KLKN	11264	Citadel Comm Co Ltd	Lincoln	NE
KFXL	84453	KCWL Television LLC	Lincoln	NE
KSNK	72362	New Vision Television DIP	Mccook	NE
KXVO	23277	TTBG LLC	Omaha	NE
KMTV	35190	Journal Broadcast Group	Omaha	NE
KETV	53903	Hearst Stations, Inc.	Omaha	NE
WOWT	65528	Gray Television Licensee LLC	Omaha	NE
KPTM	51491	TTBG LLC	Omaha	NE
KDUH	17683	Duhamel Broadcasting Enterpris	Scottsbluff	NE
KSTF	63182	Sagamore Hill Broadcasting	Scottsbluff	NE
KSNB	21161	Pappas Telecasting Companies	Superior	NE
WPXG	48406	Ion Media Networks Inc. DIP	Concord	NH
WZMY	14682	ShootingStar Broadcasting	Derry	NH
WBIN	14682	Carlisle One Media, Inc.	Derry	NH
WMUR	73292	Hearst Stations, Inc.	Manchester	NH
WNEU	51864	Telemundo Group	Merrimack	NH
WWSI	23142	ZGS Communications, Inc.	Atlantic City	NJ
WMCN	9739	LENFEST BROADCASTING	Atlantic City	NJ
WGTW	7623	Trinity Bcstg Ntwk	Burlington	NJ
WNJU	73333	Telemundo Group	Linden	NJ
WMBC	43952	Mountain Bcstg Corp	Newton	NJ
WWOR	74197	Fox Television	Secaucus	NJ
WMGM	61111	Access. 1 Communications	Wildwood	NJ
KNAT	993	Trinity Bcstg Ntwk	Albuquerque	NM
KRQE	48575	LIN Television Corp	Albuquerque	NM
KOAT	53928	Hearst Stations, Inc.	Albuquerque	NM
KOB	35313	Hubbard Broadcasting Inc.	Albuquerque	NM
KASY	55049	ACME Television LLC	Albuquerque	NM
KOCT	53908	Hearst Stations, Inc.	Carlsbad	NM
KTEL	83707	Ramar Communications	Carlsbad	NM

KOFT	53904	Hearst Stations, Inc.	Farmington	NM
KOBF	35321	Hubbard Broadcasting Inc.	Farmington	NM
KUPT	27431	Ramar Communications	Hobbs	NM
KBIM	48556	LIN Television Corp	Roswell	NM
KOBR	62272	Hubbard Broadcasting Inc.	Roswell	NM
KRPV	53539	Prime Time Christian	Roswell	NM
KRWB	84157	ACME Television LLC	Roswell	NM
KCHF	60793	Son Bcstg Inc	Santa Fe	NM
KASA	32311	LIN Television Corp	Santa Fe	NM
KWBQ	76268	ACME Television LLC	Santa Fe	NM
KOBG	85114	Hubbard Broadcasting Inc.	Silver City	NM
KOVT	53911	Hearst Stations, Inc.	Silver City	NM
KENV	63845	Intermountain West Comm Company	Elko	NV
KVNV	86537	PMCM TV LLC	Ely	NV
KEGS	86201	Equity Broadcasting Corp.DIP	Goldfield	NV
KVVU	35870	Meredith Corp	Henderson	NV
KVCW	10195	Sinclair Bcst Group	Las Vegas	NV
KSNV	69677	Intermountain West Comm Company	Las Vegas	NV
KTNV	74100	Journal Broadcast Group	Las Vegas	NV
KVMY	10179	Sinclair Bcst Group	Las Vegas	NV
KLAS	35042	Landmark Comm	Las Vegas	NV
KMCC	41237	Beam Tilt Intermediate, LLC	Laughlin	NV
KBLR	63768	NBC/GE	Paradise	NV
KRNV	60307	Intermountain West Comm Company	Reno	NV
KTVN	59139	Sarkes Tarzian Inc	Reno	NV
KAME	19191	Ellis Communications	Reno	NV
KOLO	63331	Gray Television Licensee LLC	Reno	NV
KRXI	48360	Cox Broadcasting Corporation	Reno	NV
WTEN	74422	Young Broadcasting DIP	Albany	NY
WXXA	11970	Newport Television LLC	Albany	NY
WNYT	73363	Hubbard Broadcasting Inc.	Albany	NY
WYPX	13933	Ion Media Networks Inc. DIP	Amsterdam	NY
WPXJ	2325	Ion Media Networks Inc. DIP	Batavia	NY
WIVT	11260	Newport Television LLC	Binghamton	NY
WICZ	62210	Northwest Broadcasting Inc.	Binghamton	NY
WBNG	23337	Granite Bcstg Corp	Binghamton	NY
WIVB	7780	LIN Television Corp	Buffalo	NY
WKBW	54176	Granite Bcstg Corp	Buffalo	NY
WGRZ	64547	Gannett Co	Buffalo	NY
WUTV	415	Sinclair Bcst Group	Buffalo	NY
WNLO	71905	LIN Television Corp	Buffalo	NY
WNYO	67784	Sinclair Bcst Group	Buffalo	NY
WWNY	68851	United Comm Corp	Carthage	NY
WYDC	62219	Vision Communications, LLC	Corning	NY
WETM	60653	Newport Television LLC	Elmira	NY
WENY	71508	Lilly Broadcasting	Elmira	NY
WNYB	30303	Tri-State Chrstn TV	Jamestown	NY
WRNN	74156	WTZA-TV Associates	Kingston	NY
WPIX	73881	Tribune Broadcasting Co. DIP	New York	NY
WPXN	73356	Ion Media Networks Inc. DIP	New York	NY
WCBS	9610	CBS TV	New York	NY
WABC	1328	Capital Cities/ABC	New York	NY
WNBC	47535	NBC/GE	New York	NY

WNYW	22206	Fox Television	New York	NY
WPTZ	57476	Hearst Stations, Inc.	North Pole	NY
WTBY	67993	Trinity Bcstg Ntwk	Poughkeepsie	NY
WLNY	73206	CBS TV	Riverhead	NY
WLNY	73206	WLNY, L.P.	Riverhead	NY
WHAM	73371	Newport Television LLC	Rochester	NY
WHEC	70041	WTOG-TV, INC	Rochester	NY
WROC	73964	Nexstar Broadcasting Group	Rochester	NY
WUHF	413	ABRY Communications	Rochester	NY
WRGB	73942	Freedom Comm Inc. DIP	Schenectady	NY
WRGB	73942	Sinclair Bcst Group	Schenectady	NY
WCWN	73264	Freedom Comm Inc. DIP	Schenectady	NY
WCWN	73264	Sinclair Bcst Group	Schenectady	NY
WSPX	64352	Ion Media Networks Inc. DIP	Syracuse	NY
WSYR	73113	Newport Television LLC	Syracuse	NY
WTvh	74151	Granite Bcstg Corp	Syracuse	NY
WSTM	21252	Barrington Broadcasting	Syracuse	NY
WNYS	58725	RKM Media Inc.	Syracuse	NY
WSYT	40758	Sinclair Bcst Group	Syracuse	NY
WKTV	60654	Smith Bcstg Group	Utica	NY
WUTR	57837	Mission Broadcasting, Inc.	Utica	NY
WWTI	16747	Newport Television LLC	Watertown	NY
WVPX	70491	Ion Media Networks Inc. DIP	Akron	OH
WBNX	72958	Winston Bcstg	Akron	OH
WRLM	43870	Tri-State Chrstn TV	Canton	OH
WDLI	67893	Trinity Bcstg Ntwk	Canton	OH
WWHO	21158	LIN Television Corp	Chillicothe	OH
WWHO	21158	Manhan Media, Inc.	Chillicothe	OH
WKRC	11289	Newport Television LLC	Cincinnati	OH
WLWT	46979	Hearst Stations, Inc.	Cincinnati	OH
WCPO	59438	Scripps Howard Bcstg	Cincinnati	OH
WSTR	11204	Sinclair Bcst Group	Cincinnati	OH
WKYC	73195	Gannett Co	Cleveland	OH
WEWS	59441	Scripps Howard Bcstg	Cleveland	OH
WJW	73150	Foxco Acquisition Subsidiary, LLC	Cleveland	OH
WCMH	50781	Media General Inc	Columbus	OH
WTTE	74137	Sinclair Bcst Group	Columbus	OH
WBNS	71217	Dispatch Printing Co	Columbus	OH
WSYX	56549	Sinclair Bcst Group	Columbus	OH
WDTN	65690	LIN Television Corp	Dayton	OH
WRGT	411	Sinclair Bcst Group	Dayton	OH
WHIO	41458	Cox Broadcasting Corporation	Dayton	OH
WKEF	73155	Sinclair Bcst Group	Dayton	OH
WTLW	1222	American Christian Tele. Serv.	Lima	OH
WLIO	37503	Blade Communications	Lima	OH
WUAB	8532	Raycom Media Inc.	Lorain	OH
WMFD	41893	MID-STATE TV INC.	Mansfield	OH
WSFJ	11118	Trinity Bcstg Ntwk	Newark	OH
WQCW	65130	Lockwood Broadcasting Group	Portsmouth	OH
WGGN	11027	Christian Faith Broadcasting	Sandusky	OH
WOIO	39746	Raycom Media Inc.	Shaker Heights	OH
WBDT	70138	ACME Television LLC	Springfield	OH
WBDT	70138	LIN Television Corp	Springfield	OH

WTOV	74122	Cox Broadcasting Corporation	Steubenville	OH
WTVG	74150	Capital Cities/ABC	Toledo	OH
WNWO	73354	Barrington Broadcasting	Toledo	OH
WTOL	13992	Raycom Media Inc.	Toledo	OH
WUPW	19190	LIN Television Corp	Toledo	OH
WUPW	19190	American Spirit Media, LLC	Toledo	OH
WLMB	17076	Dominion Broadcasting Inc.	Toledo	OH
KOLR	28496	Mission Broadcasting, Inc.	Wadsworth	OH
WFMJ	72062	Vindicator Printing	Youngstown	OH
WKBN	73153	New Vision Television DIP	Youngstown	OH
WYTV	4693	Parkin Broadcasting LLC	Youngstown	OH
WHIZ	61216	Littick, NJ, et al	Zanesville	OH
KTEN	35666	Channel 49 Acquisition Corp.	Ada	OK
KDOR	1005	Trinity Bcstg Ntwk	Bartlesville	OK
KSWO	35645	Drewry Comm Group	Lawton	OK
KQCW	78322	Griffin Communications	Muskogee	OK
KOCM	84225	Daystar TV Network	Norman	OK
KUOK	86532	TYLER MEDIA CORPORATION	Oklahoma	OK
KOPX	2566	Ion Media Networks Inc. DIP	Oklahoma City	OK
KOKH	35388	Sinclair Bcst Group	Oklahoma City	OK
KOCB	50170	Sinclair Bcst Group	Oklahoma City	OK
KTBO	67999	Trinity Bcstg Ntwk	Oklahoma City	OK
KWTV	25382	Griffin Communications	Oklahoma City	OK
KFOR	66222	LOCAL TV LLC	Oklahoma City	OK
KOCO	12508	Hearst Stations, Inc.	Oklahoma City	OK
KAUT	50182	LOCAL TV LLC	Oklahoma City	OK
KSBI	38214	FAMILY BROADCASTING GROUP, INC.	Oklahoma City	OK
KTPX	7078	Ion Media Networks Inc. DIP	Oklmulgee	OK
KTUZ	77480	TYLER MEDIA CORPORATION	Shawnee	OK
KOKI	11910	Newport Television LLC	Tulsa	OK
KMYT	54420	Newport Television LLC	Tulsa	OK
KWHB	37099	LeSea Bcstg Inc	Tulsa	OK
KTUL	35685	Allbritton Comm	Tulsa	OK
KJRH	59439	Scripps Howard Bcstg	Tulsa	OK
KOTV	35434	Griffin Communications	Tulsa	OK
KGEB	24485	University Broadcasting	Tulsa	OK
KTVZ	55907	News-Press & Gazette	Bend	OR
KOHD	166534	Chambers Comm Corp	Bend	OR
KMCB	35183	Newport Television LLC	Coos Bay	OR
KCBY	49750	Fisher Communications	Coos Bay	OR
KMTR	35189	Newport Television LLC	Eugene	OR
KEZI	34406	Chambers Comm Corp	Eugene	OR
KLSR	8322	Calif-Oregon Bcstg	Eugene	OR
KVAL	49766	Fisher Communications	Eugene	OR
KBLN	83306	Better Life Television	Grants Pass	OR
KOTI	8284	Calif-Oregon Bcstg	Klamath Falls	OR
KDKF	60740	Chambers Comm Corp	Klamath Falls	OR
KUNP	81447	Fisher Communications	La Grande	OR
KOBI	8260	Calif-Oregon Bcstg	Medford	OR
KDRV	60736	Chambers Comm Corp	Medford	OR
KMVU	32958	Northwest Broadcasting Inc.	Medford	OR
KTVL	22570	Freedom Comm Inc. DIP	Medford	OR
KTVL	22570	Sinclair Bcst Group	Medford	OR

KFFX	12729	Northwest Broadcasting Inc.	Pendleton	OR
KGW	34874	Belo Corp	Portland	OR
KPTV	50633	Meredith Corp	Portland	OR
KOIN	35380	New Vision Television	Portland	OR
KATU	21649	Fisher Communications	Portland	OR
KNMT	47707	Trinity Bcstg Ntwk	Portland	OR
KPIC	61551	Fisher Communications	Roseburg	OR
KTCW	35187	Newport Television LLC	Roseburg	OR
KPXG	5801	Ion Media Networks Inc. DIP	Salem	OR
KRCW	10192	Tribune Broadcasting Co. DIP	Salem	OR
WFMZ	39884	Maranatha Bcstg	Allentown	PA
WATM	20287	Palm Television L.P.	Altoona	PA
WTAJ	23341	Nexstar Broadcasting Group	Altoona	PA
WKBS	13929	Cornerstone TV Inc	Altoona	PA
WBPH	60850	Sonshine Family TV.	Bethlehem	PA
WSEE	49711	Lilly Broadcasting	Erie	PA
WJET	65749	Nexstar Broadcasting Group	Erie	PA
WICU	24970	SJL COMMUNICATIONS, L.P.	Erie	PA
WFXP	19707	Nexstar Broadcasting Group	Erie	PA
WPCB	13924	Cornerstone TV Inc	Greensburg	PA
WHP	72313	Newport Television LLC	Harrisburg	PA
WHTM	72326	Allbritton Comm	Harrisburg	PA
WOLF	73375	Pegasus Bcst TV Ltd	Hazleton	PA
WPCW	69880	CBS TV	Jeannette	PA
WJAC	73120	Cox Broadcasting Corporation	Johnstown	PA
WWCP	20295	Horseshoe Curve Communications, LLC.	Johnstown	PA
WGAL	53930	Hearst Stations, Inc.	Lancaster	PA
WLYH	23338	Nexstar Broadcasting Group	Lancaster	PA
WPHL	73879	Tribune Broadcasting Co. DIP	Philadelphia	PA
WCAU	63153	NBC/GE	Philadelphia	PA
WPVI	8616	Capital Cities/ABC	Philadelphia	PA
WPSG	12499	CBS TV	Philadelphia	PA
KYW	25453	CBS TV	Philadelphia	PA
WTXF	51568	Fox Television	Philadelphia	PA
WINP	41314	Ion Media Networks Inc. DIP	Pittsburgh	PA
WPMY	73907	Sinclair Bcst Group	Pittsburgh	PA
WTAE	65681	Hearst Stations, Inc.	Pittsburgh	PA
WPGH	73875	Sinclair Bcst Group	Pittsburgh	PA
WPXI	73910	Cox Broadcasting Corporation	Pittsburgh	PA
KDKA	25454	CBS TV	Pittsburgh	PA
WQEX	41314	WQED Multimedia	Pittsburgh	PA
WTVE	55305	WTVE License Co. LLC	Reading	PA
WTVE	55305	NRJ TV Philly License Co, LLC.	Reading	PA
WGCB	55350	Norris, John & Famly	Red Lion	PA
WQPX	64690	Ion Media Networks Inc. DIP	Scranton	PA
WYOU	17010	Bastet Broadcasting, Inc.	Scranton	PA
WSWB	73374	MPS Media	Scranton	PA
WNEP	73318	LOCAL TV LLC	Scranton	PA
WBRE	71225	Nexstar Broadcasting Group	Wilkes-barre	PA
WQMY	52075	CP Media LLC	Williamsport	PA
WPMT	10213	Tribune Broadcasting Co. DIP	York	PA
WQHA	3255	Concilio Mision Cristiana Fuente de Agua	Aguada	PR
WOLE	71725	Du Art Film Labs	Aguadilla	PR

WVEO	61573	International Bcg. Corp.	Aguadilla	PR
WDWL	4110	Bayamon Christian Network	Bayamon	PR
WORO	73901	Catholic Church of Puerto Rico	Fajardo	PR
WRUA	15320	Eastern TV Corporation	Farjado	PR
WIDP	18410	Ebenezer Broadcasting Group	Guayama	PR
WVSN	67190	Asocacion Evangel	Humacao	PR
WORA	64865	Telecinco Inc	Mayaguez	PR
WNJX	73336	InterMedia Partners LP	Mayaguez	PR
WECN	19561	Encuentro Christian	Naranjito	PR
WTIN	26681	InterMedia Partners LP	Ponce	PR
WKPV	58341	Caribevision Station Group, LLC	Ponce	PR
WVOZ	29000	International Bcg. Corp.	Ponce	PR
WJPX	58340	Caribevision Station Group, LLC	San Juan	PR
WKAQ	64983	NBC/GE	San Juan	PR
WAPA	52073	InterMedia Partners LP	San Juan	PR
WTCV	28954	International Bcg. Corp.	San Juan	PR
WSJU	4077	Aerco Broadcasting Corp.	San Juan	PR
WJWN	2234	Caribevision Station Group, LLC	San Sebastian	PR
WIRS	39887	Caribevision Station Group, LLC	Yauco	PR
WIRS	39887	America-CV Station Group Inc.	Yauco	PR
WPXQ	50063	Ion Media Networks Inc. DIP	Block Island	RI
WNAC	73311	LIN Television Corp	Providence	RI
WJAR	50780	NBC/GE	Providence	RI
WPRI	47404	LIN Television Corp	Providence	RI
WMYA	56548	Sinclair Bcst Group	Anderson	SC
WCBD	10587	Media General Inc	Charleston	SC
WCIV	21536	Allbritton Comm	Charleston	SC
WMMP	9015	Sinclair Bcst Group	Charleston	SC
WTAT	416	Sinclair Bcst Group	Charleston	SC
WCSC	71297	Raycom Media Inc.	Charleston	SC
WACH	19199	Barrington Broadcasting	Columbia	SC
WOLO	60963	Bahakel Comm	Columbia	SC
WZRB	136750	Roberts Bcstg Co	Columbia	SC
WZRB	136750	Roberts Bcstg Co - DIP	Columbia	SC
WLTX	37176	Gannett Co	Columbia	SC
WIS	13990	Raycom Media Inc.	Columbia	SC
WPDE	17012	Barrington Broadcasting	Florence	SC
WWMB	3133	Sagamore Hill Broadcasting	Florence	SC
WBTW	66407	Media General Inc	Florence	SC
WGGS	9064	Community TV Inc	Greenville	SC
WYFF	53905	Hearst Stations, Inc.	Greenville	SC
WTGS	27245	Parkin Broadcasting LLC	Hardeeville	SC
WMBF	83969	Raycom Media Inc.	Myrtle Beach	SC
WFXB	9054	Bahakel Comm	Myrtle Beach	SC
WMYT	20624	Capitol Bcg Co Inc.	Rock Hill	SC
WSPA	66391	Media General Inc	Spartanburg	SC
WKTC	40902	WBHQ Columbia, LLC	Sumter	SC
KABY	48659	Hoak Media LLC	Aberdeen	SD
KDLO	41975	Young Broadcasting DIP	Florence	SD
KTTM	28501	Independent Comm Inc	Huron	SD
KIVV	34348	Mission Broadcasting, Inc.	Lead	SD
KHSD	17686	Duhamel Broadcasting Enterpris	Lead	SD
KDLV	55375	Red River Bcst Corp	Mitchell	SD

KPRY	48660	Hoak Media LLC	Pierre	SD
KCLO	41969	Young Broadcasting DIP	Rapid City	SD
KOTA	17688	Duhamel Broadcasting Enterpris	Rapid City	SD
KEVN	34347	Mission Broadcasting, Inc.	Rapid City	SD
KNBN	81464	Rapid Broadcasting Company	Rapid City	SD
KPLO	41964	Young Broadcasting DIP	Reliance	SD
KELO	41983	Young Broadcasting DIP	Sioux Falls	SD
KSFY	48658	Hoak Media LLC	Sioux Falls	SD
KDLT	55379	Red River Bcst Corp	Sioux Falls	SD
KTW	28521	Independent Comm Inc	Sioux Falls	SD
WTVC	22590	Freedom Comm Inc. DIP	Chattanooga	TN
WTVC	22590	Sinclair Bcst Group	Chattanooga	TN
WDSI	71353	CP Media LLC	Chattanooga	TN
WRCB	59137	Sarkes Tarzian Inc	Chattanooga	TN
WDEF	54385	Media General Inc	Chattanooga	TN
KEYU	83715	Drewry Comm Group	Chattanooga	TN
WFLI	72060	MPS Media	Cleveland	TN
WNPX	28468	Ion Media Networks Inc. DIP	Cookeville	TN
WBXX	72971	ACME Television LLC	Crossville	TN
WBXX	72971	Lockwood Broadcasting Group	Crossville	TN
WEMT	40761	Esteem Broadcasting of NC, LLC	Greeneville	TN
WPGD	60820	Trinity Bcstg Ntwk	Hendersonville	TN
WJKT	68519	Newport Television LLC	Jackson	TN
WBBJ	65204	Bahakel Comm	Jackson	TN
WPXK	52628	Ion Media Networks Inc. DIP	Jellico	TN
WJHL	57826	Media General Inc	Johnson City	TN
WKPT	27504	Glenwood Comm Corp	Kingsport	TN
WATE	71082	Young Broadcasting DIP	Knoxville	TN
WTNZ	19200	Raycom Media Inc.	Knoxville	TN
WVLT	35908	Gray Television Licensee LLC	Knoxville	TN
WBIR	46984	Gannett Co	Knoxville	TN
WVLR	81750	Christian TV Network	Knoxville	TN
WMAKDT	83931	Daystar TV Network	Knoxville	TN
WJFB	7651	Bryant Comm Inc	Lebanon	TN
WLMT	68518	Newport Television LLC	Memphis	TN
WPTY	11907	Newport Television LLC	Memphis	TN
WPXX	21726	Ion Media Networks Inc. DIP	Memphis	TN
WMC	19184	Raycom Media Inc.	Memphis	TN
WREG	66174	LOCAL TV LLC	Memphis	TN
WHBQ	12521	Fox Television	Memphis	TN
WHTN	11117	Christian TV Network	Murfreesboro	TN
WKRN	73188	Young Broadcasting DIP	Nashville	TN
WZTV	418	Sinclair Bcst Group	Nashville	TN
WUXP	9971	Sinclair Bcst Group	Nashville	TN
WNAB	73310	Lambert Broadcasting LLC	Nashville	TN
WTVF	36504	Landmark Comm	Nashville	TN
WSMV	41232	Meredith Corp	Nashville	TN
KRBC	306	Mission Broadcasting, Inc.	Abilene	TX
KTAB	59988	Nexstar Broadcasting Group	Abilene	TX
KXVA	62293	Bayou City Broadcasting, LLC	Abilene	TX
KVIH	40450	Barrington Broadcasting	Amarillo	TX
KFDA	51466	Drewry Comm Group	Amarillo	TX
KAMR	8523	Nexstar Broadcasting Group	Amarillo	TX

KCIT	33722	Mission Broadcasting, Inc.	Amarillo	TX
KVII	40446	Barrington Broadcasting	Amarillo	TX
KPXD	68834	Ion Media Networks Inc. DIP	Arlington	TX
KXAN	35920	LIN Television Corp	Austin	TX
KVUE	35867	Belo Corp	Austin	TX
KEYE	33691	Four Points Media Group of Austin	Austin	TX
KNVA	144	54 Bcstg Inc	Austin	TX
KTBC	35649	Fox Television	Austin	TX
KUBE	70492	TTBG LLC	Baytown	TX
KFDM	22589	Freedom Comm Inc. DIP	Beaumont	TX
KFDM	22589	Sinclair Bcst Group	Beaumont	TX
KBMT	10150	London Broadcasting Company	Beaumont	TX
KWAB	42008	Drewry Comm Group	Big Spring	TX
KVEO	12523	Comm Corp of America	Brownsville	TX
KYLE	60384	Comm Corp of America	Bryan	TX
KPXB	58835	Ion Media Networks Inc. DIP	Conroe	TX
KTBU	28324	Humanity Interested Media Inc.	Conroe	TX
KTBU	28324	Spanish Broadcasting System	Conroe	TX
KRIS	25559	Evening Post Publshg	Corpus Christi	TX
KIII	10188	McKinnon Family	Corpus Christi	TX
KIII	10188	London Broadcasting Company	Corpus Christi	TX
KZTV	33079	Eagle Creek Broadcasting, LLC	Corpus Christi	TX
KZTV	33079	Sagamore Hill Broadcasting	Corpus Christi	TX
KUQI	82910	High Maintenance Broadcasting LLC	Corpus Christi	TX
KDAF	22201	Tribune Broadcasting Co. DIP	Dallas	TX
KXTX	35994	Telemundo Group	Dallas	TX
KHAS	48003	Hoak Media LLC	Dallas	TX
KNOP	49273	Hoak Media LLC	Dallas	TX
WFAA	72054	Belo Corp	Dallas	TX
KDTX	67910	Trinity Bcstg Ntwk	Dallas	TX
KDFW	33770	Fox Television	Dallas	TX
KDFI	17037	Fox Television	Dallas	TX
KMPX	73701	Lberman Broadcasting Inc	Decatur	TX
KYVV	55762	SATV 10 LLC DIP	Del Rio	TX
KTDO	36916	ZGS Broadcast Holdings Inc	El Paso	TX
KDBC	33764	TTBG LLC	El Paso	TX
KVIA	49832	News-Press & Gazette	El Paso	TX
KTSM	67760	Comm Corp of America	El Paso	TX
KFOX	33716	Cox Broadcasting Corporation	El Paso	TX
KPTF	81445	Prime Time Christian	Farwell	TX
KFWD	29015	HIC Bcst Partners	Fort Worth	TX
KTXA	51517	CBS TV	Fort Worth	TX
KVTI	23422	CBS TV	Fort Worth	TX
KXAS	49330	NBC/GE	Fort Worth	TX
KCWX	24316	Corridor Television LLP	Fredericksburg	TX
KTMD	64984	Telemundo Group	Galveston	TX
KTAQ	42359	KTAQ of Dallas, LLC.	Greenville	TX
KTAQ	42359	Simons, Mike DIP	Greenville	TX
KTXD	42359	London Broadcasting Company	Greenville	TX
KGBT	34457	Barrington Broadcasting	Harlingen	TX
KIAH	23394	Tribune Broadcasting Co. DIP	Houston	TX
KZJL	69531	Lberman Broadcasting Inc	Houston	TX
KTRK	35675	Capital Cities/ABC	Houston	TX

KHOU	34529	Belo Corp	Houston	TX
KPRC	53117	Post-Newsweek Stns	Houston	TX
KRIV	22204	Fox Television	Houston	TX
KTXH	51569	Fox Television	Houston	TX
WFXV	43424	Nexstar Broadcasting Group	Irving	TX
KETK	55643	Comm Corp of America	Jacksonville	TX
KNWS	31870	Johnson Bcstg Inc DIP	Katy	TX
KYAZ	31870	Una Vez Mas Houston, LLC.	Katy	TX
KMYS	51518	Sinclair Bcst Group	Kerrville	TX
KAZD	17433	Johnson Bcstg Inc DIP	Lake Dallas	TX
KAZD	17433	Una Vez Mas Dallas, LLC.	Lake Dallas	TX
KGNS	10061	Sagamore Hill Broadcasting	Laredo	TX
KVTW	33078	Eagle Creek Broadcasting, LLC	Laredo	TX
KBVO	35909	LIN Television Corp	Llano	TX
KFXK	70917	White Knight Bcstg	Longview	TX
KCEB	83913	Chatelain, Charles	Longview	TX
KCEB	83913	London Broadcasting Company	Longview	TX
KCBD	27507	Raycom Media Inc.	Lubbock	TX
KAMC	40820	Mission Broadcasting, Inc.	Lubbock	TX
KLBK	3660	Nexstar Broadcasting Group	Lubbock	TX
KJTV	55031	Ramar Communications	Lubbock	TX
KPTB	53544	Prime Time Christian	Lubbock	TX
KTRE	68541	Civic Communications	Lufkin	TX
KMID	35131	GOCOM Communications LLC	Midland	TX
KYTX	55644	KYTX License Co., LLC	Nacogdoches	TX
KOSA	6865	ICA Broadcasting	Odessa	TX
KMLM	53541	Prime Time Christian	Odessa	TX
KPEJ	12524	Comm Corp of America	Odessa	TX
KWES	42007	Drewry Comm Group	Odessa	TX
KBTV	61214	Nexstar Broadcasting Group	Port Arthur	TX
KTLM	62354	Sunbelt Multimedia Company	Rio Grande City	TX
KLST	31114	Nexstar Broadcasting Group	San Angelo	TX
KIDY	58560	Bayou City Broadcasting, LLC	San Angelo	TX
KSAN	307	Mission Broadcasting, Inc.	San Angelo	TX
WOAI	69618	Newport Television LLC	San Antonio	TX
KVDA	64969	Telemundo Group	San Antonio	TX
KENS	26304	Belo Corp	San Antonio	TX
KABB	56528	Sinclair Bcst Group	San Antonio	TX
KSAT	53118	Post-Newsweek Stns	San Antonio	TX
KXII	35954	Gray Television Licensee LLC	Sherman	TX
KPCB	77452	Prime Time Christian	Snyder	TX
KCEN	10245	KCEN License Company LLC	Temple	TX
KTAL	35648	Nexstar Broadcasting Group	Texarkana	TX
KLTV	68540	Civic Communications	Tyler	TX
KPXL	61173	Ion Media Networks Inc. DIP	Uvalde	TX
KVCT	35846	Surtsey Productions, Inc.	Victoria	TX
KAVU	73101	Sage Bcg Corp	Victoria	TX
KXXV	9781	Drewry Comm Group	Waco	TX
KWKT	12522	Comm Corp of America	Waco	TX
KWTX	35903	Bostick, M. N.	Waco	TX
KRGV	43328	Manship Stations	Weslaco	TX
KJTL	7675	Mission Broadcasting, Inc.	Wichita Falls	TX
KAUZ	6864	Hoak Media LLC	Wichita Falls	TX

KFDX	65370	Nexstar Broadcasting Group	Wichita Falls	TX
KLCW	77719	Woods Comm Corp	Wolfforth	TX
KCSG	59494	BROADCAST WEST	Cedar City	UT
KUCW	1136	High Plains Broadcasting	Ogden	UT
KPNZ	77512	Liberman Broadcasting Inc	Ogden	UT
KUPX	57884	Ion Media Networks Inc. DIP	Provo	UT
KTVX	68889	Newport Television LLC	Salt Lake City	UT
KJZZ	36607	Larry H Miller Bcstg	Salt Lake City	UT
KSTU	22215	Foxco Acquisition Subsidiary, LLC	Salt Lake City	UT
KUTV	35823	Cerberus Capital Management LP	Salt Lake City	UT
KTMW	10177	Channel 20 Television Co.	Salt Lake City	UT
KSL	6359	Bonneville Intl. Corp.	Salt Lake City	UT
KMYU	35822	Cerberus Capital Management LP	St George	UT
WUPV	10897	American Spirit Media, LLC	Ashland	VA
WCAV	363	Gray Television Licensee LLC	Charlottesville	VA
WVIR	70309	Waterman Bcstg Corp	Charlottesville	VA
WLFG	37808	Living Faith Minstrs	Grundy	VA
WVEC	74167	Belo Corp	Hampton	VA
WHSV	4688	Gray Television Licensee LLC	Harrisonburg	VA
WWCW	24812	GB Roanoke Licensing LLC	Lynchburg	VA
WSET	73988	Allbritton Comm	Lynchburg	VA
WPXW	74091	Ion Media Networks Inc. DIP	Manassas	VA
WPXV	67077	Ion Media Networks Inc. DIP	Norfolk	VA
WTVZ	40759	Sinclair Bcst Group	Norfolk	VA
WTKR	47401	LOCAL TV LLC	Norfolk	VA
WRIC	74416	Young Broadcasting DIP	Petersburg	VA
WAVY	71127	LIN Television Corp	Portsmouth	VA
WGNT	9762	CBS TV	Portsmouth	VA
WWBT	30833	Raycom Media Inc.	Richmond	VA
WTVR	57832	Foxco Acquisition Subsidiary, LLC	Richmond	VA
WRLH	412	Sinclair Bcst Group	Richmond	VA
WPXR	70251	Ion Media Networks Inc. DIP	Roanoke	VA
WFXR	24813	GB Roanoke Licensing LLC	Roanoke	VA
WDBJ	71329	Schurz Communications, Inc	Roanoke	VA
WSLS	57840	Media General Inc	Roanoke	VA
WTPC	82574	Trinity Bcstg Ntwk	Virginia Beach	VA
WVBT	65387	LIN Television Corp	Virginia Beach	VA
WVXF	3113	LKK Group Corporation	Charlotte Amalie	VI
WCVI	83304	Virgin Blue, Inc.	Christiansted	VI
WSVI	2370	Alpha Broadcasting Corp.	Christiansted	VI
WCAX	46728	Martin, Stuart T	Burlington	VT
WVNY	11259	Lambert Broadcasting LLC	Burlington	VT
WFFF	10132	Smith Bcstg Group	Burlington	VT
WNNE	73344	Hearst Stations, Inc.	Hartford	VT
KWPX	56852	Ion Media Networks Inc. DIP	Bellevue	WA
KUNS	4624	Fisher Communications	Bellevue	WA
KVOS	35862	Newport Television LLC	Bellingham	WA
KVOS	35862	OTA Broadcasting (SEA), LLC	Bellingham	WA
KONG	35396	Belo Corp	Everett	WA
KVEW	2495	Morgan Murphy Stns	Kennewick	WA
KEPR	56029	Fisher Communications	Pasco	WA
KNDU	12427	Cowles California Media Company	Richland	WA
KZJO	69571	Tribune Broadcasting Co. DIP	Seattle	WA

KOMO	21656	Fisher Communications	Seattle	WA
KING	34847	Belo Corp	Seattle	WA
KIRO	66781	Cox Broadcasting Corporation	Seattle	WA
KGFX	81694	Ion Media Networks Inc. DIP	Spokane	WA
KXLY	61978	Morgan Murphy Stns	Spokane	WA
KSKN	35606	Belo Corp	Spokane	WA
KREM	34868	Belo Corp	Spokane	WA
KHQ	34537	Cowles California Media Company	Spokane	WA
KAYU	58684	Hamacher, Robert J	Spokane	WA
KCPQ	33894	Tribune Broadcasting Co. DIP	Tacoma	WA
KSTW	23428	CBS TV	Tacoma	WA
KTBW	67950	Trinity Bcstg Ntwk	Tacoma	WA
KPDX	35460	Meredith Corp	Vancouver	WA
KNDO	12395	Cowles California Media Company	Yakima	WA
KIMA	56033	Fisher Communications	Yakima	WA
KAPP	2506	Morgan Murphy Stns	Yakima	WA
WTPX	86496	Ion Media Networks Inc. DIP	Antigo	WI
WACY	361	Ace TV Inc	Appleton	WI
WEUX	2709	Grant, Milton	Chippewa Falls	WI
WYOW	77789	Quincy Newspapers	Eagle River	WI
WEAU	7893	Gray Television Licensee LLC	Eau Claire	WI
WQOW	64550	Quincy Newspapers	Eau Claire	WI
WBAY	74417	Young Broadcasting DIP	Green Bay	WI
WLUK	4150	LIN Television Corp	Green Bay	WI
WFRV	9635	Liberty Media Corporation	Green Bay	WI
WGBA	2708	Journal Broadcast Group	Green Bay	WI
WBUW	26025	ACME Television LLC	Janesville	WI
WBUW	26025	Byrne Acquisition Group, LLC	Janesville	WI
WPXE	37104	Ion Media Networks Inc. DIP	Kenosha	WI
WXOW	64549	Quincy Newspapers	La Crosse	WI
WKBT	74424	Morgan Murphy Stns	La Crosse	WI
WLAX	2710	Grant, Milton	La Crosse	WI
WKOW	64545	Quincy Newspapers	Madison	WI
WMTV	6870	Gray Television Licensee LLC	Madison	WI
WMSN	10221	Sinclair Bcst Group	Madison	WI
WISC	65143	Morgan Murphy Stns	Madison	WI
WWRS	68547	Trinity Bcstg Ntwk	Mayville	WI
WISN	65680	Hearst Stations, Inc.	Milwaukee	WI
WITI	73107	Foxco Acquisition Subsidiary, LLC	Milwaukee	WI
WVCY	72342	VCY America Inc	Milwaukee	WI
WTMJ	74098	Journal Broadcast Group	Milwaukee	WI
WVTW	74174	Sinclair Bcst Group	Milwaukee	WI
WCGV	71278	Sinclair Bcst Group	Milwaukee	WI
WJFW	49699	Rockfleet Broadcasting	Rhineland	WI
KBJR	33658	Granite Bcstg Corp	Superior	WI
WCWF	73042	ACME Television LLC	Suring	WI
WCWF	73042	LIN Television Corp	Suring	WI
WAOW	64546	Quincy Newspapers	Wausau	WI
WSAW	6867	Gray Television Licensee LLC	Wausau	WI
WFXS	86204	Davis Television, LLC	Wittenberg	WI
WVVA	74176	Quincy Newspapers	Bluefield	WV
WLFB	37806	Living Faith Minstrs	Bluefield	WV
WLPX	73189	Ion Media Networks Inc. DIP	Charleston	WV

WCHS	71280	Sinclair Bcst Group	Charleston	WV
WVAH	417	Sinclair Bcst Group	Charleston	WV
WBOY	71220	West Virginia Media Holdings,	Clarksburg	WV
WVFX	10976	Withers, W. Russell	Clarksburg	WV
WOWK	23342	West Virginia Media Holdings,	Huntington	WV
WSAZ	36912	Gray Television Licensee LLC	Huntington	WV
WVNS	74169	West Virginia Media Holdings,	Lewisburg	WV
WWPX	23264	Ion Media Networks Inc. DIP	Martinsburg	WV
WOAY	66804	Thomas Bcstg	Oak Hill	WV
WTAP	4685	Gray Television Licensee LLC	Parkersburg	WV
WDTV	70592	Withers, W. Russell	Weston	WV
WTRF	6869	West Virginia Media Holdings,	Wheeling	WV
KGWC	63177	Mark Media Group	Casper	WY
KFNB	74256	Wyomedia Corp	Casper	WY
KCWF	68713	Intermountain West Comm Company	Casper	WY
KTWO	18286	Silverton Broadcasting Company, LLC	Casper	WY
KLWY	40250	Wyomedia Corp	Cheyenne	WY
KGWN	63166	Sagamore Hill Broadcasting	Cheyenne	WY
KQCK	18287	Denver TV Group LLC	Cheyenne	WY
KJWY	1283	PMCM TV LLC	Jackson	WY
KGWL	63162	Mark Media Group	Lander	WY
KFNR	21612	Wyomedia Corp	Rawlins	WY
KFNE	21613	Wyomedia Corp	Riverton	WY
KGWR	63170	Mark Media Group	Rock Springs	WY
KSGW	17680	Duhamel Broadcasting Enterpris	Sheridan	WY